Bastrop, TX City Council Meeting Agenda

City Hall City Council Chambers | 1311 Chestnut Street
Bastrop, Texas 78602
(512) 332-8800

November 03, 2026

Special City Council Meeting at 6:30 PM

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Ximena Acosta and Emilio Bravo-Rico
Adelton Elementary Exceptional Students

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

3. INVOCATION - Ketrich Steger, Bastrop Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

- Trip to South Korea in Coordination with the KoreaTexas Forum.

4B. Council Members' Report

4C. City Manager Update

1. Park and Recreation updates:
    a. Parks Operation Management
    b. Delgado Park restrooms and parking lot
    c. Fireman's Park restrooms and parking lot
    d. Mayfest Park shade structure
    e. Old Iron Bridge Project Update (timeline, ribbon cutting, benches)
    f. Fisherman's Park plaque and final punchlist
    g. Veteran's Memorial plan set and bid documents

2. Water & Wastewater updates
    a. Pipe bursting on local streets (Water, Farm, Linden, Hwy 71)
    b. Simsboro Water Wells testing period
    c. WWTP 1&2 – Testing completion
    d. WWTP 3&4 -Percentage completion and TCEQ permit

3. BP&L
    a. 4th feeder update on Toad Permit, and line location.
    b. Alley C electrical bid process and easements

4. Fleet and Facilities
    a. Building update
    b. Library renovations
    c. Convention Center roof
    d. Convention Center repairs

5. Engineering
    a. Hunter's Crossing flood prevention and land acquisition
    b. Seating of the board

6. Streets
    a. Buttonwood
    b. Gutierrez update
    c. Farm, Water, & Linden update
    d. Mesquite update
    e. Blakey Lane update
    f. Sidewalk survey and work progress

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM

4D. PROCLAMATION - Veteran's Day

5. WORK SESSIONS/BRIEFINGS

5A. Presentation and update from Halff and Associates regarding the Riverbank Stabilization GLO CDBG-MIT Grant project.

Submitted by: Vivianna Nicole Andres, Assistant to the City Manager

6. STAFF AND BOARD REPORTS

6A. -Veterans Car Show: November 13 & 14 in Downtown Bastrop

-Community Unity: November 15th, 1-5pm at Bastrop Convention Center

-Rivals for a Cause (Texas AM/UT watch party and Corn-hole Competition): November 27th, 1-10pm in Downtown Bastrop

-Lighting of the Pines/River of Lights: November 27th, 6pm in Fisherman's Park

-Historic Bridge Ribbon Cutting: December 4th, 4pm on the Old Iron Bridge/Colorado River Bridge

-FAME (First Friday): December 4th, 5-8pm in Downtown Bastrop

-Merry on Main: December 12th, 10am-3pm in Downtown Bastrop

-Lighted Christmas Parade: December 12th, 6pm in Downtown Bastrop

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker. Speakers will be asked to indicate whether they are a resident or non-resident of the City of Bastrop.

8. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

8A. Consider and act on the second reading of Ordinance No. 2026-45, approving the Fiscal Year 2026-2027 Amended & Restated Service and Assessment Plan for Improvement Area No. 2 of the Valverde Public Improvement District (PID), making related findings and determinations under Chapter 372 of the Texas Local Government Code.

Submitted by: Judy Sandroussi, Finance Director

8B. Consider and act on the second reading of Ordinance No. 2026-43, approving an amendment to the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached

as Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Judy Sandroussi, Finance Director and George Martinez, Fleet and Facilities Director

8C. Consider and act to approve the second reading of Ordinance No. 2026-41 of the City Council of the City of Bastrop, Texas repealing the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," amending article 12.11 titled “Automated Red Light Enforcement” amending the ordinance to remove all sections ((001,002,003,004,005,006,007,008,009,010, and 011) associated with automated red light enforcement, as attached in Exhibit A.

Submitted by: Vicky Steffanic, Chief of Police

8D. Consider and act to approve the second reading of Ordinance No. 2026-42, amending the code of ordinances, related to Chapter 12 titled “Traffic and Vehicles,” amending Article 12.14. titled “Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS” amending Section 12.14.001 titled “Definitions” to include the definition of a Bicycle, the definition of a Pocket Bike / Mini Motor bicycle and incorporate clarification in the wording in the definition of a Dockless Vehicle; as attached in Exhibit A.

Submitted by: Vicky Steffanic, Chief of Police

8E. Consider and act on the second reading of Ordinance No. 2026-44, amending the code of ordinances, related to Chapter 12 titled “Traffic and Vehicles,” amending Article 12.14 titled “Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS” amending Section 12.14.002 titled “Operation and Parking of Motor Assisted Scooters, Electric Bicycles, and Bicycles equipped with GPS” to incorporate and remove certain verbiage related to parking for clarity and insert restrictions to prohibit "riding in certain areas”; as attached in Exhibit A.

Submitted by: Vicky Steffanic, Chief of Police

8F. Consider and act on Resolution No. R-2026-151, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the Lost Pines Christmas parade.

Submitted by: Krissie Fountain, Special Event Coordinator

8G. Consider and act to approve the Bastrop City Council minutes from the October 27, 2026, Regular City Council Meeting.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve the first reading of Ordinance No. 2026-46 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the November 17, 2026, City Council Consent Agenda for a second reading.

Submitted by: Judy Sandroussi, Finance Director and Lance Dodge, Streets & Drainage Director

9B. Consider and act on Resolution No. 2026-153 appointing representatives to the existing Transportation Master Plan / Safe Streets for All (SS4A) Steering Committee and adopting the updated membership roster in Exhibit A.

Submitted by: James E. Cowey, Director of Development Services

9C. Consider and act to approve Resolution No. R-2026-145, which supports the 2026 Texas Municipal League (TML) Legislative Policy.

Submitted by: Jill Strube, Ph.D, Business and Community Development Manager (BEDC)

9D. Conduct a public hearing, consider and act on Ordinance No. 2026-47 regarding a request for a Conditional Use Permit to allow a second accessory dwelling unit on 0.8180 acres out of Farm Lot 16, West of Main Street located at 406 Cedar Street, an area zoned Single Family Residential (SF-1), within the city limits of Bastrop and move to include on the November 17, 2026, City Council meeting for a second reading.

Submitted by: James E. Cowey, Director of Development Services

9E. Conduct a public hearing, consider and act on Ordinance No 2026-48 to amend the Comprehensive Plan to change the Future Land Use designation from Mixed-Use Corridor Commercial, Neighborhood Residential, Residential Mixed Density and Corridor Commercial to Mixed-Use Corridor Commercial for the area being described as 157.814 +/- acres out of the Nancy Blakey Abstract 98, east of FM 20, located at 169 FM 20, Bastrop, TX 78602 within the city limits of Bastrop, Texas for the development commonly known as Bastrop West, and move to include on the November 17, 2026, City Council meeting for a second reading.

Submitted by: James E. Cowey, Director of Development Services

9F. Conduct a public hearing, consider and act on Ordinance No. 2026-49 regarding a request to rezone the project site from Rural Residential to Planned Development District (“PDD”) with a base district of Mixed Use and General Commercial for the area described as being 157 +/- acres out of the Nancy Blakey Abstract 98 and 221.825 +/- acres out of the Mozea Rousseau Abstract 56, east of FM 20, located at 169 FM 20 and Property Identification Number 25125, Bastrop, TX 78602, and move to include on the November 17, 2026 City Council meeting for a second reading. This development is more commonly known as Bastrop West.

Submitted by: Brittany Dullard, Planning Manager

9G. Conduct a public hearing, consider, and act on amendments to the Bastrop Development Code, Section 14.02.009, Table of Permitted Uses, to amend the permitted use classifications for Data Centers; and add Section 14.04.007, Use-Specific Standards, establishing development and operational standards for Data Centers; and move to include on the November 17, 2026 City Council Agenda for a second reading.

Submitted By: Brittany Dullard, Planning Manager

9H. Conduct a public hearing, consider, and act on Ordinance No. 2026-51 regarding amendments to the Bastrop Development Code, Section 14.03.003, Downtown Historic District, to establish Active and Passive Use requirements for ground-floor storefronts and regulations for certain Alcohol-Focused Uses, and move to include on the November 17, 2026 City Council meeting for a second reading.

Submitted by: Brittany Dullard, Planning Manager

9I. Conduct a public hearing, consider, and act on Ordinance No. 2026-52 regarding amendments to the Bastrop Development Code, Sections 14.04.001 and 14.04.005, to amend development standards for fences and residential driveways on rural properties, and move to include on the November 17, 2026 City Council meeting for a second reading.

Submitted by: Brittany Dullard, Planning Manager

9J. Consider and act on ratification of items at Mayfest Park:

A. Consider and act to approve Resolution No. R-2026-154 ratifying and approving, to the extent permitted by law, the WJC Construction Services LLC contract and eligible additional work for the Mayfest Park/Arena bleacher foundation; acknowledging prior payments totaling $93,850; authorizing conditional payment of the remaining $24,000, including amounts within the applicable statutory change-order limit and amounts separately authorized for procurement; and providing for implementation, severability, and an effective date.

B. Consider and act to approve Resolution No. R-2026-155 approving a separate construction services procurement with WJC Construction Services LLC in the amount of $15,350 for completion of Mayfest Park/Arena bleacher foundation improvements and associated safety-related work; making findings under Texas Local Government Code Section 252.022(2), subject to confirmation that the statutory exception applies; authorizing the City Manager to execute the agreement and take necessary implementation actions; and providing for severability and an effective date.

Submitted by: Taylor Andry, Executive Administrative Assistant & Interim Parks & Rec Manag

9K. Consider and act on Resolution no. 2026-155 in support of a public hearing regarding data centers before the Texas Commission on Environmental Quality.

Submitted by: Cynthia Sanders-Meyer and Perry Lowe, Councilmembers

10. EXECUTIVE SESSION

10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section §551.087 to deliberate regarding Economic Development with Mintwood Real Estate.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

12. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: October 28, 2026 at 5:10 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, TRMC, CMC, CPM
City Secretary

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

City Manager Update

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM

BACKGROUND/HISTORY:

The following items will be discussed:

1. Park and Recreation updates:
    a. Parks Operation Management
    b. Delgado Park restrooms and parking lot
    c. Fireman's Park restrooms and parking lot
    d. Mayfest Park shade structure
    e. Old Iron Bridge Project Update (timeline, ribbon cutting, benches)
    f. Fisherman's Park plaque and final punchlist
    g. Veteran's Memorial plan set and bid documents

2. Water & Wastewater updates
    a. Pipe bursting on local streets (Water, Farm, Linden, Hwy 71)
    b. Simsboro Water Wells testing period
    c. WWTP 1&2 – Testing completion
    d. WWTP 3&4 -Percentage completion and TCEQ permit

3. BP&L
    a. 4th feeder update on Toad Permit, and line location.
    b. Alley C electrical bid process and easements

4. Fleet and Facilities
    a. Building update
    b. Library renovations
    c. Convention Center roof
    d. Convention Center repairs

5. Engineering
    a. Hunter's Crossing flood prevention and land acquisition
    b. Seating of the board

6. Streets
    a. Buttonwood

b. Gutierrez update
c. Farm, Water, & Linden update
d. Mesquite update
e. Blakey Lane update
f. Sidewalk survey and work progress

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-45, approving the Fiscal Year 2026-2027 Amended & Restated Service and Assessment Plan for Improvement Area No. 2 of the Valverde Public Improvement District (PID), making related findings and determinations under Chapter 372 of the Texas Local Government Code.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

The **Valverde Public Improvement District (PID)** was established by the City of Bastrop pursuant to Chapter 372 of the Texas Local Government Code to provide a financing mechanism for eligible public improvements associated with the development of the Valverde master-planned community.

The City had previously established **Improvement Area No. 1** within the District and has levied assessments associated with that improvement area. The City is now considering the establishment of **Improvement Area No. 2** and the associated assessments for eligible public improvements benefiting properties within the improvement area.

The **Amended and Restated Service and Assessment Plan (SAP)** attached to the Ordinance as Exhibit A. The SAP identifies the proposed authorized improvements, the estimated costs of those improvements, and the properties proposed to be assessed within **Improvement Area No. 2**.

IMPROVEMENT AREA NO. 1

The previously approved information and assessments for **Improvement Area No. 1 will not change** as a result of this action. The Amended and Restated SAP is being updated to add **Improvement Area No. 2.**

FISCAL IMPACT:

The proposed assessments for **Improvement Area No. 2** are intended to fund eligible improvements that benefit the properties within the improvement area. The costs are allocated to

the properties benefiting from the improvements rather than being funded from the City's general tax revenues.

The proposed improvement costs, assessment methodology, and individual assessment amounts are detailed in the **Amended and Restated Service and Assessment Plan attached as Exhibit A**.

RECOMMENDATION:

Judy Sandroussi, Finance Director recommends that the City Council approve the Ordinance determining the costs of the proposed Authorized Improvements in Valverde Public Improvement District **Improvement Area No. 2**, approving the Proposed Assessment Roll for **Improvement Area No. 2**.

ATTACHMENTS:

- Ordinance 2026-45
- Exhibit A, FY 2026 - 2027 Amended & Restated Service and Assessment Plan related to **Improvement Area No. 2**

ORDINANCE NO. 2026-45

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Bastrop, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the "*District*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Bastrop County Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on December 8, 2020, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on March 9, 2021 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2021-28 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the Bastrop Advertiser on April 22, 2021, and Resolution No. R-2021-28 was published in the Bastrop Advertiser on January 29, 2025; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the District is expected to be developed in phases, which began with an area designated as "Improvement Area #1", and is continuing with an area designated as “Improvement Area #2” ("Improvement Area #2"), each within the District; and

WHEREAS, the City has previously issued bonds and levied assessments to fund development within Improvement Area #1; and

WHEREAS, pursuant to the Act, the proposed assessment roll for Improvement Area #2 (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published on October 15, 2026, to consider the levy of the proposed assessments (the "*Assessments*") on real property within Improvement Area #2 was published in the *Elgin Courier*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on October 27, 2026, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Valverde Public Improvement District Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the

District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and

WHEREAS, the City Council closed the hearing on November 3, 2026, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for Improvement Area #2 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within Improvement Area #2 (the "IA#2 Improvements"). The IA#2 Improvements benefit and serve all of the property within Improvement Area #2 and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Improvement Area #2 that: (i) the enhancement and value to accrue to Improvement Area #2 and the real and true owner or owners thereof by virtue of construction of the IA #2 Improvements will be equal to or in excess of the amount of the cost of the proposed IA #2 Improvements; (ii) that the apportionment of the costs of the IA #2 Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the IA #2 Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said IA #2 Improvements in Improvement Area #2 in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the IA #2 Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #2, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly

performed in compliance with the Act and the proceedings of the City Council. The cost of said IA#2 Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit G-1 of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within Improvement Area #2, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit G-1 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within Improvement Area #2 and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit E to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the IA#2 Improvements to be assessed against the property within Improvement Area #2, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the IA#2 Improvements, including debt service on obligations issued to pay the costs of the IA#2 Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED & APPROVED on November 3, 2026, by a vote of ___ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Bastrop, Texas, after the caption of this Ordinance was previously read at the October 27, 2026 Council meeting as required by the City's Charter.

_____
Mayor, City of Bastrop, Texas

ATTEST:

_____
City Secretary, City of Bastrop, Texas

[SEAL]

Exhibit A

VALVERDE PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

(see attached)

Valverde
Public Improvement District (previously Viridian)

2026 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

OCTOBER 27, 2026

P3 WORKS

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this 2026 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," an "Exhibit," or an "Appendix" shall be a reference to a Section of this 2026 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes.

On March 9, 2021, the City Council passed and approved Resolution No. R-2021-28 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 399.878 acres located partially within the corporate limits of the City and the extraterritorial jurisdiction of the City, and will be annexed at or before PID Bonds are sold, as described by the legal description on **Exhibit L-1** and depicted on **Exhibit A-1**.

On March 25, 2025, the City Council approved Ordinance No. 2025-38, approving the 2025 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed to the benefit of the Assessed Property within Improvement Area #1 of the District. The 2025 Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area #1 identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2025 Service and Assessment Plan.

On July 28, 2026, the City Council approved Ordinance No. 2026-25, approving the 2026 Annual Service Plan Update. The 2026 Annual Service Plan Update updated the Assessment Roll for 2026.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2026 Amended and Restated Service and Assessment Plan, which amends and restates the 2025 Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #2 Assessments, and (2) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B.**

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.**

SECTION I: DEFINITIONS

"2025 Assessment Ordinance" means Ordinance No. 2025-38 approved and adopted by the City Council on March 25, 2025, which levied Assessments against Assessed Property in Improvement Area #1 and approved the 2025 Service and Assessment Plan.

"2025 Service and Assessment Plan" means the Valverde Public Improvement District Service and Assessment Plan approved by the City Council on March 25, 2025.

"2026 Amended and Restated Service and Assessment Plan" means this Valverde Public Improvement District 2026 Amended and Restated Service and Assessment Plan as updated, amended, and supplemented from time to time, which is to replace it its entirety the 2025 Service and Assessment Plan and any and all prior Annual Service Plan Updates.

"2026 Assessment Ordinance" means Ordinance No. _____ approved and adopted by the City Council on _____, 2026 which levied Assessments against Assessed Property in Improvement Area #2 and approved the 2026 Amended and Restated Service and Assessment Plan.

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

"Additional Interest" means the amount collected by the application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional

Interest Rate is not charged on Assessments securing the Improvement Area #2 Reimbursement Obligation.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2026 Amended and Restated Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

"Annual Service Plan Update" means an update to this 2026 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

"Assessment" means an assessment levied against Assessed Property, other than Non-Benefitted or Non-Assessed Property to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in any Annual Service Plan Updates. The Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1** and **Exhibit G-1**.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act, and described in **Sections III.A** and **III.B,** as further depicted on **Exhibits H-1** and **H-2**.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

"City" means the City of Bastrop, Texas.

"City Council" means the governing body of the City.

"County" means Bastrop County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2026 Amended and Restated Service and Assessment Plan, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"District" means the Valverde Public Improvement District containing approximately 399.878 acres located partially within the corporate limits of the City and the extraterritorial jurisdiction of the City, and more specifically described in **Exhibit L-1** and depicted on **Exhibit A-1**. Annexation will occur on or about when PID Bonds are sold.

"Engineer's Report" means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A.**

"Estimated Buildout Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E.**

"Future Improvement Area" means approximately 236.342 acres located within the District and entirely outside of Improvement Area #1 and Improvement Area #2, as more specifically described on **Exhibit L-4** and depicted on **Exhibit A-4**, to be developed as one or more future improvement areas, with such area(s) to be described, designated, and subject to separate Assessments levied in future Annual Service Plan Updates.

"Improvement Area #1" means approximately 104.052 acres located within the District and within the corporate limits of the City, more specifically described in **Exhibit L-2** and depicted on **Exhibit A-2**.

"Improvement Area #1 Annual Installment" means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against a Parcel within Improvement Area #1 pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1.**

"Improvement Area #1 Authorized Improvements" means collectively, (1) the Improvement Area #1 Improvements; (2) the first year's Annual Collection Costs related to the Improvement Area #1 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

"Improvement Area #1 Bonds" means those certain City of Bastrop, Texas, Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1 Project) that are secured by Improvement Area #1 Assessments.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and Depicted on **Exhibit H-1.**

"Improvement Area #2" means approximately 58.906 acres located within the District, more specifically described in **Exhibit L-3** and depicted on **Exhibit A-3**.

"Improvement Area #2 Annual Installment" means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and Additional Interest, if applicable.

"Improvement Area #2 Assessed Property" means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

"Improvement Area #2 Assessment" means an Assessment levied against a Parcel within Improvement Area #2 pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #2 Assessment Roll" means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit G-1.**

"Improvement Area #2 Authorized Improvements" means collectively, (1) the Improvement Area #2 Improvements; (2) the first year's Annual Collection Costs related to the Improvement Area #2 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds, if issued.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.B** and Depicted on **Exhibit H-2.**

"Improvement Area #2 Initial Parcel" means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as more specifically described in **Exhibit L-3** and shown and depicted in **Exhibit A-3**, as shown on the Improvement Area #2 Assessment Roll.

"Improvement Area #2 Reimbursement Agreement" means that certain Reimbursement Agreement, effective _____ entered into by and between the City and Owner, in which the Owner, either directly or through affiliates, agrees to construct the Improvement Area #2 Improvements, and to fund certain Actual Costs of the Improvement Area #2 Authorized Improvement, and the City agrees to reimburse the Owner for Actual Costs of the Improvement Area #2 Authorized Improvements paid solely from the revenue collected by the City from Improvement Area #2 Assessments, including Improvement Area #2 Annual Installments whereby all or a portion of the Actual Costs not paid to the Owner from Improvement Area #2 Bonds will be paid to the Owner from Improvement Area #2 Assessment to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Improvement Area #2 Assessments. The City anticipates that it will issue PID Bonds in the future at which time all or a portion of the Improvement Area #2 Reimbursement Agreement balance will be reduced by the amount of the bond proceeds.

"Improvement Area #2 Reimbursement Obligation" means an amount not to exceed $3,778,000 secured by Improvement Area #2 Assessments to be paid to the Owner pursuant to the Improvement Area #2 Reimbursement Agreement. The reimbursement schedule for the Improvement Area #2 Reimbursement Obligation is shown on **Exhibit K.**

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be

further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner/Developer, and confirmed by the City Council, as shown on **Exhibit H.**

"Lot Type 1" means a Lot designated as multi-family unit within Improvement Area #1 by the owner, as shown on the map attached as **Exhibit M.**

"Lot Type 2" means a Lot designated as a 32' Alley residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit M.**

"Lot Type 3" means a Lot designated as a 43' Alley residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit M.**

"Lot Type 4" means a Lot designated as a 45' residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit M**.

"Lot Type 5" means a Lot designated as a 50' residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit M**.

"Lot Type 6" means a Lot designated as a 40' residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M**.

"Lot Type 7" means a Lot designated as a 43' Alley residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M.**

"Lot Type 8" means a Lot designated as a 45' Alley residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M.**

"Lot Type 9" means a Lot designated as a 45' residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M.**

"Lot Type 10" means a Lot designated as a 50' residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M.**

"Maximum Assessment" means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit H**.

"Non-Assessed Property" means Parcels within the boundaries of the District that accrue special benefit from the Authorized Improvements as determined by the City Council are not assessed.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

"Notice of Assessment Termination" means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit I.**

"Owner" means Continental Homes of Texas, LP, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

"Parcel(s)" means a specific property within the District identified by either a tax parcel identification number assigned by the Bastrop Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means any bonds issued in accordance with the PID Act, that are secured by Assessments, including the Improvement Area #1 Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

"Service Plan" means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 399.878 contiguous acres located partially within the corporate limits of the City and the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 1565 Lots developed with single-family homes, and 250 multifamily units.

Improvement Area #1 includes approximately 104.052 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit L-2** and depicted on **Exhibit A-2**. Improvement Area #1 is anticipated to include approximately 352 single family homes and 250 multi-family units.

Improvement Area #2 includes approximately 58.906 contiguous acres located partially within the corporate limits of the city and the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described on **Exhibit L-3** and depicted on **Exhibit A-3**. Annexation of Improvement Area #2 is expected to occur at the time of the issuance of PID Bonds but prior to the approval of a final plat. Development of Improvement Area #2 is anticipated to include approximately 205 single-family homes.

The Future Improvement Area includes approximately 236.342 contiguous acres located within the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described on **Exhibit L-4** and depicted on **Exhibit A-4.**

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract, except as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B-1**. The allocation of the Authorized Improvements is shown on **Exhibit B-2.**

A. Improvement Area #1 Improvements

- *Streets*

  Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights.

Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational transmission lines existing wastewater services to the limits of the improvements. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage*

  Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operation to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

  Includes costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting, district formation expenses and contingency.

B. Improvement Area #2 Improvements

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. These roadway improvements include streets that will provide street access to each lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City

- *Drainage*

  Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels / swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

  Includes costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting, district formation expenses and contingency

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of the applicable series of PID Bonds.

- *Capitalized Interest*

  Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

  Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

D. Other Costs

- *First Year Annual Collection Costs*

  Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show the amount required to fund the required reserves/to reflect any budget revisions at the time the PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The Actual Costs of the Improvement Area #1 Improvements have been allocated 98.59% to the Improvement Area #1 and 1.41% to the Non-Assessed Property based on Estimated Buildout Value.
- The Actual Costs of the Improvement Area #1 Authorized Improvements have been allocated entirely to the Improvement Area #1 Assessed Property.
- The Actual Costs of the Improvement Area #2 Authorized Improvements shall be allocated entirely to the Improvement Area #2 Assessed Property.

B. Assessments

The Improvement Area #1 Assessment were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**.

The Improvement Area #2 Assessment shall be levied on the Improvement Area #2 Assessed Property in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of any Parcel of Improvement Area #2 Assessed Property, the Improvement Area #2 Assessment will be reallocated pursuant to Section VI.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, or Lot Type 10, respectively, exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Improvement Area #1*
    - The cost of the Improvement Area #1 Authorized Improvements equals $22,976,223, as shown on **Exhibit B-1**; and
    - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements; and
    - The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equaled $12,303,000 at the time of the initial levy, of which $12,121,000 remains outstanding as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
    - The special benefit (≥ $22,976,223) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is greater than or equal to the amount of the Improvement Area #1 Assessment

($12,303,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements; and

- At the time the City Council approved the 2025 Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2025 Assessment Ordinance; (2) the 2025 Service and Assessment Plan and the 2025 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

  - The cost of the Improvement Area #2 Authorized Improvements equals $12,287,368, as shown on **Exhibit B-1**; and

  - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #2 Authorized Improvements; and

  - The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Authorized Improvements, which equals $3,778,000 as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**; and

  - The special benefit (≥ $12,287,368) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Authorized Improvements is greater than or equal to the amount of the Improvement Area #2 Assessment ($3,778,000) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Authorized Improvements; and

  - At the time the City Council approved this 2026 Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessment to pay for the Actual Costs associated therewith. The Owner(s)

ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2026 Assessment Ordinance; (2) this 2026 Amended and Restated Service and Assessment Plan and the 2026 Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Improvement Area #2 Assessment securing the Improvement Area #2 Reimbursement Obligation shall be collected at rates established under the Improvement Area #2 Reimbursement Agreement as part of the Improvement Area #2 Annual Installment pursuant to the Improvement Area #2 Reimbursement Agreement, which will not include Additional Interest unless and until PID Bonds secured by the Improvement Area #2 Assessment are issued.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, and Lot Type 10 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E= the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, and Lot Type 10 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to

the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit I.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments, and **Exhibit G-2** shows the estimated Improvement Area #2 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Bastrop Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment

remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #2 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2027.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2026 Amended and Restated Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the $100 Assessment (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding

Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of

the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 Amended and Restated Service and Assessment Plan. Interpretations of this 2026 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2026 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be

deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Improvement Area #1 Boundary Map
Exhibit A-3	Improvement Area #2 Boundary Map
Exhibit A-4	Future Improvement Area Boundary Map
Exhibit B-1	Project Costs
Exhibit B-2	Allocation of Improvement Area #1 Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Maps of Improvement Area #1 Improvements
Exhibit H-2	Maps of Improvement Area #2 Improvements
Exhibit I	Form of Notice of Assessment Termination
Exhibit J	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit K	Annual Installment Schedule for Improvement Area #2 Reimbursement Obligation
Exhibit L-1	District Legal Description
Exhibit L-2	Improvement Area #1 Legal Description
Exhibit L-3	Improvement Area #2 Legal Description
Exhibit L-4	Future Improvement Area Legal Description
Exhibit M	Lot Type Classification Map

APPENDICES

The following Appendices are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

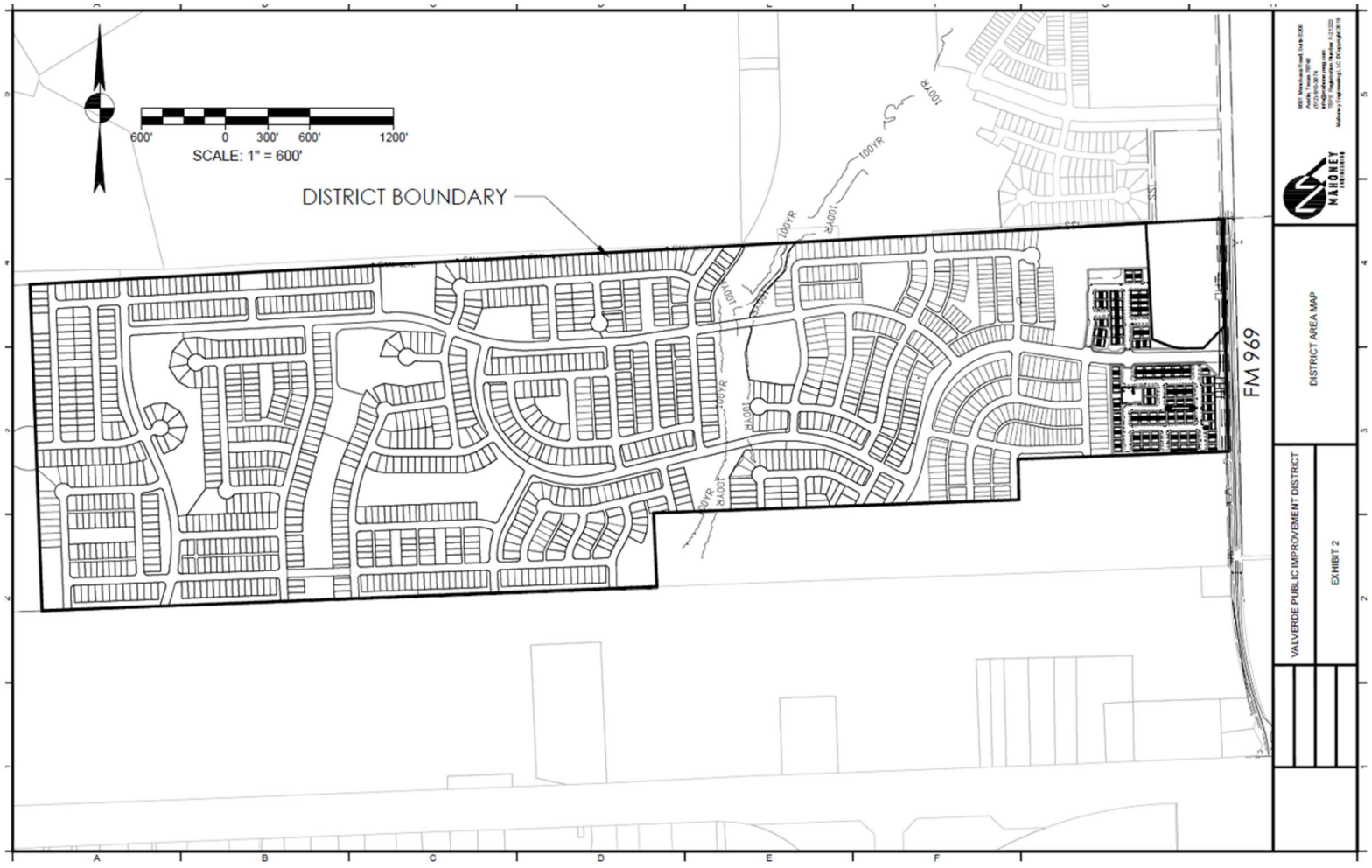


EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

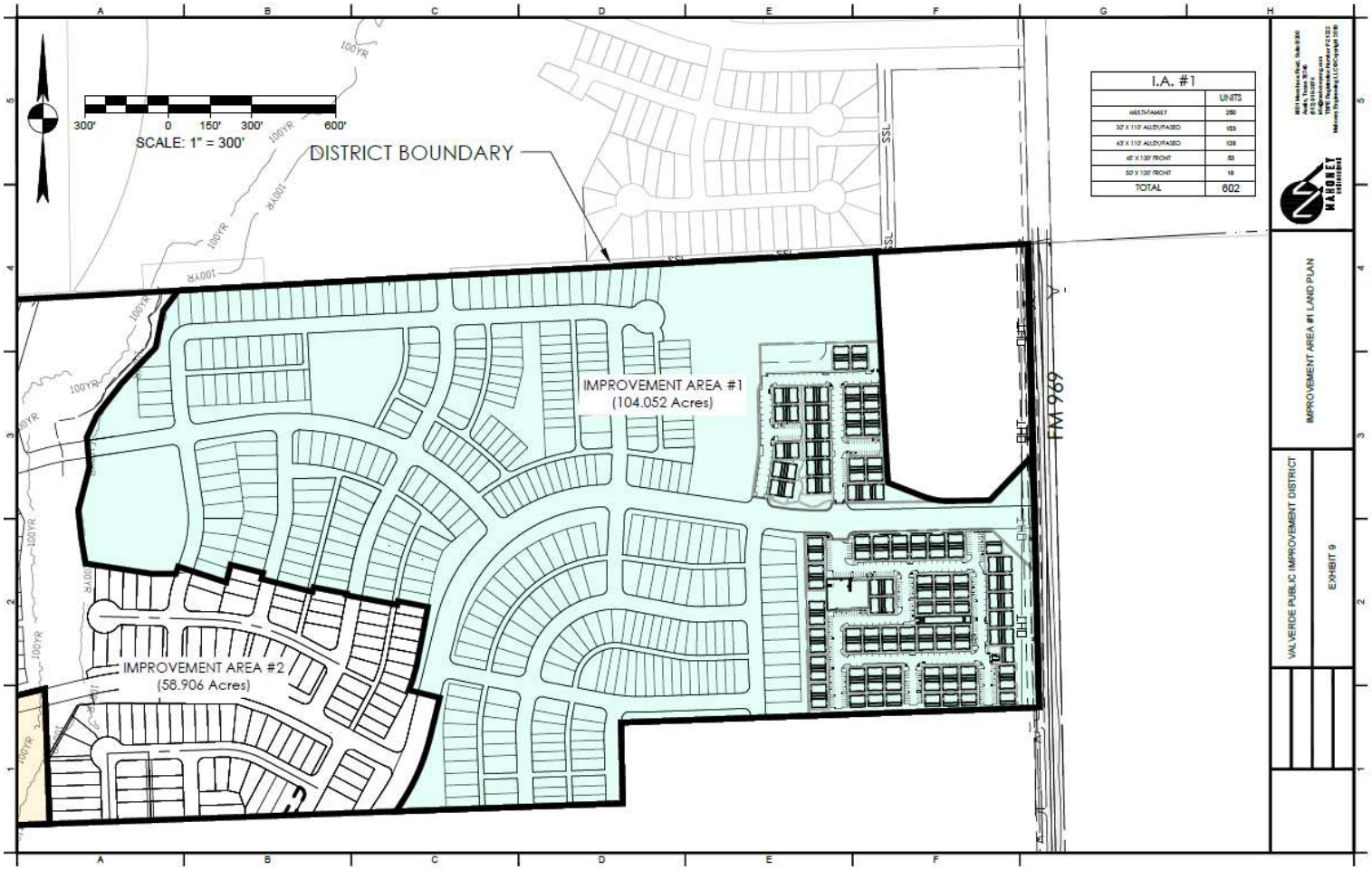


EXHIBIT A-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

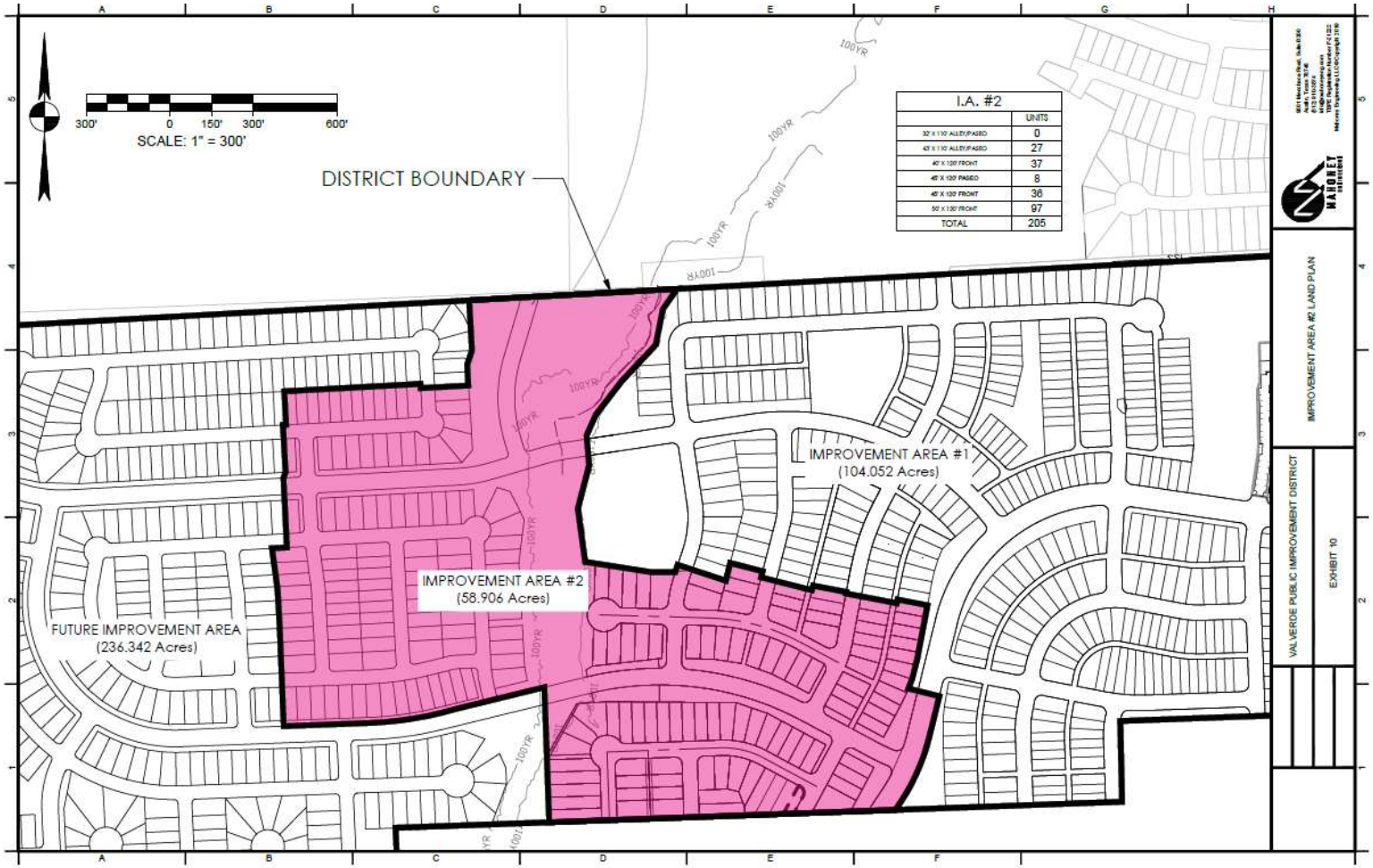


EXHIBIT A-4 – FUTURE IMPROVEMENT AREA BOUNDARY MAP

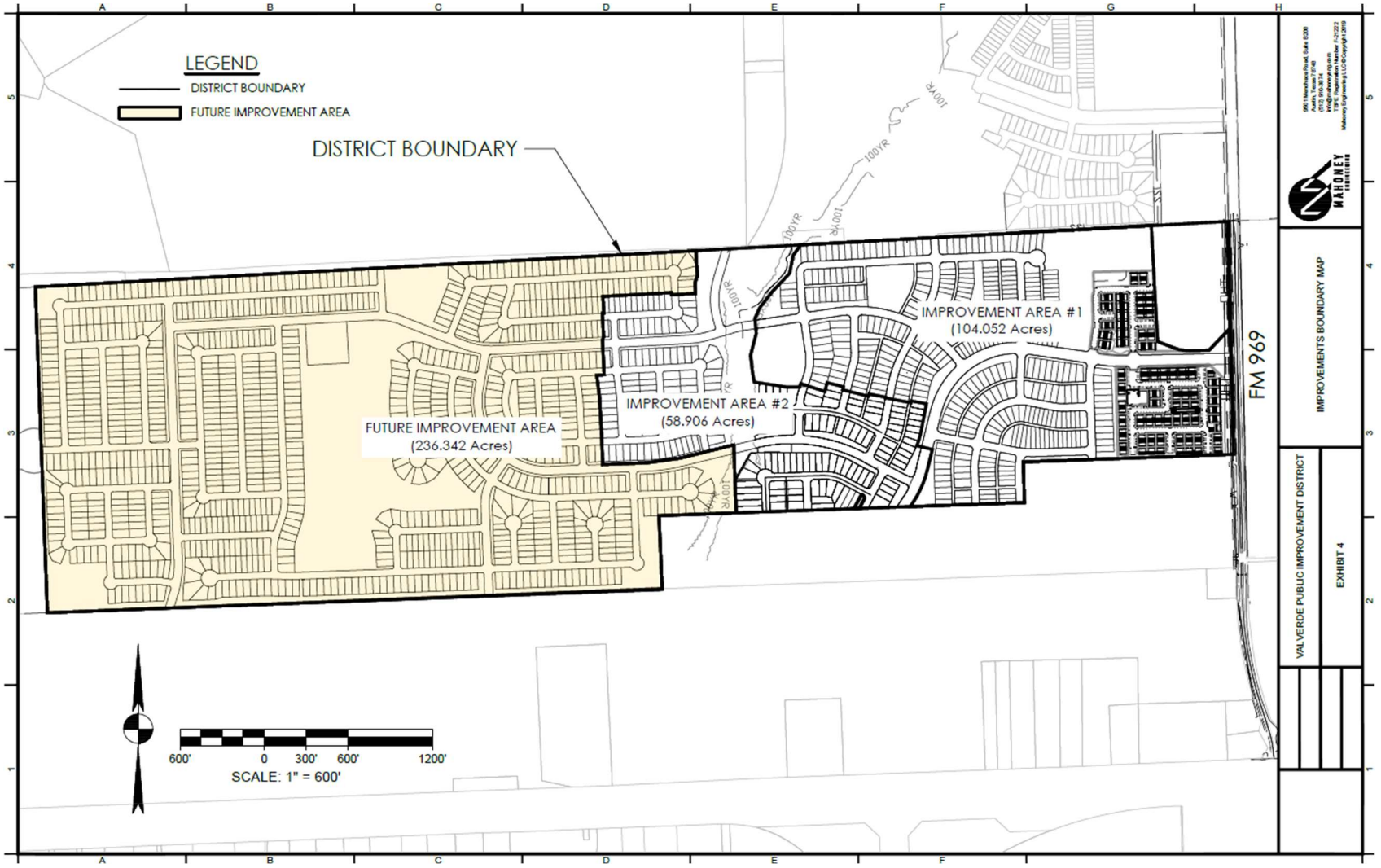


EXHIBIT B-1 – PROJECT COSTS

	Total		Improvement Area #1[a]		Non-Assessed Property[a]	Improvement Area #2
Improvement Area #1 Improvements						
Streets	$ 6,637,576	98.59%	$ 6,544,189	1.41%	$ 93,387	$ -
Water	2,817,287	98.59%	2,777,649	1.41%	39,638	-
Wastewater	2,079,838	98.59%	2,050,576	1.41%	29,262	-
Drainage	5,475,303	98.59%	5,398,268	1.41%	77,035	-
Soft Costs	4,252,501	98.59%	4,192,670	1.41%	59,831	-
	$ 21,262,504		$ 20,963,352		$ 299,152	$ -
Improvement Area #2 Improvements						
Streets	$ 3,508,178		$ -		$ -	$ 3,508,178
Water	1,499,888		-		-	1,499,888
Wastewater	1,363,111		-		-	1,363,111
Drainage	2,922,926		-		-	2,922,926
Soft Costs	2,323,526		-		-	2,323,526
	$ 11,617,628		$ -		$ -	$ 11,617,628
Bond Issuance Costs Series 2025						
Debt Service Reserve Fund	$ 865,069		$ 865,069		$ -	$ -
Capitalized Interest	244,492		244,492		-	-
Underwriter's Discount	369,090		369,090		-	-
Cost of Issuance	466,236		466,236		-	-
Original Issue Discount	27,984		27,984		-	-
	$ 1,972,871		$ 1,972,871		$ -	$ -
Bond Issuance Costs Improvement Area #2 [b]						
Debt Service Reserve Fund	$ 289,720		$ -		$ -	$ 289,720
Capitalized Interest	-		-		-	-
Underwriter's Discount	113,340		-		-	113,340
Cost of Issuance	226,680		-		-	226,680
	$ 629,740					$ 629,740
First Year Annual Collection Costs	$ 80,000		$ 40,000		$ -	$ 40,000
	$ 80,000		$ 40,000		$ -	$ 40,000
Authorized Improvements Totals	**$ 35,562,744**		**$ 22,976,223**		**$ 299,152**	**$ 12,287,368**

Notes:

[a] Improvement Area #1 Improvements are allocated between Improvement Area #1 Assessed Property and Non-Assessed Property based on the Estimated Buildout Value as shown on **Exhibit B-2**.

[b] Preliminary estimate only and subject to change upon issuance of PID Bonds.

EXHIBIT B-2 – ALLOCATION OF IMPROVEMENT AREA #1 IMPROVEMENTS

Improvement Area #1	Estimated Buildout Value	Improvement Area #1 Improvements Allocation
Assessed Parcels	$ 188,363,745	98.59%
Non-Assessed Property	$ 2,688,000	1.41%
	$ 191,051,745	100.00%

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installments		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Improvement Area #1 Bonds						
Principal		$ 190,000	$ 198,000	$ 207,000	$ 216,000	$ 225,000
Interest		$ 649,110	$ 641,035	$ 632,620	$ 623,823	$ 614,643
	(1)	$ 839,110	$ 839,035	$ 839,620	$ 839,823	$ 839,643
Additional Interest	(2)	$ 60,605	$ 59,655	$ 58,665	$ 57,630	$ 56,550
Annual Collection Costs	(3)	$ 67,202	$ 56,852	$ 57,989	$ 59,149	$ 60,332
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 966,917**	**$ 955,542**	**$ 956,274**	**$ 956,601**	**$ 956,524**

Improvement Area #2						
Annual Installments		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Improvement Area #2 Reimbursement Obligation						
Principal		$ 45,725	$ 48,582	$ 51,619	$ 54,845	$ 58,273
Interest		$ 236,125	$ 233,267	$ 230,231	$ 227,005	$ 223,577
	(1)	$ 281,850	$ 281,850	$ 281,850	$ 281,850	$ 281,850
Additional Interest[a]	(2)	$ -	$ -	$ -	$ -	$ -
Annual Collection Costs	(3)	$ 40,000	$ 40,800	$ 41,616	$ 42,448	$ 43,297
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ 321,850**	**$ 322,650**	**$ 323,466**	**$ 324,298**	**$ 325,147**

Footnotes:

[a] Additional Interest will not be charged on the Improvement Area #2 Reimbursement Obligation. In the event Improvement Area #2 Bonds are issued, the Service Plan and Improvement Area #2 Assessment Roll shall be updated to reflect the Additional Interest collected for the Improvement Area #2 Bonds.

EXHIBIT D – SOURCES AND USES

	Improvement Area #1	Improvement Area #2
Sources of Funds		
Improvement Area #1 Bonds	$ 12,303,000	$ -
Improvement Area #2 Reimbursement Obligation	-	3,778,000
Owner Contribution[a]	10,972,376	8,509,368
Total Sources	**$ 23,275,376**	**$ 12,287,368**
Uses of Funds		
Improvement Area #1 Improvements	$ 21,262,504	$ -
Improvement Area #2 Improvements	-	11,617,628
	$ 21,262,504	$ 11,617,628
Bond Issuance Costs		
Debt Service Reserve Fund	$ 865,069	$ 289,720
Capitalized Interest	244,492	-
Underwriter's Discount	369,090	113,340
Cost of Issuance	466,236	226,680
Original Issue Discount	27,984	-
	$ 1,972,871	$ 629,740
First Year Annual Collection Costs	$ 40,000	$ 40,000
	$ 40,000	$ 40,000
Total Uses	**$ 23,275,376**	**$ 12,287,368**

Footnotes:

[a] Represents Actual Costs expended or to be expended by the Owner on the Improvement Area #1 Improvements in excess of the Improvement Area #1 Assessment, including costs allocable to the Non-Assessed Property. Not subject to reimbursement to Owner.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

	Lot Type	Units	Finished Lot Value Per Unit	Total Finished Lot Value	Estimated Buildout Value Per Unit	Total Estimated Buildout Value	IA#1 % Allocation	IA#1 Total Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID Equivalent Tax Rate
1	Multi-Family	250	$ 58,000	$ 14,500,000	$ 280,000	$ 70,000,000	37.16%	$ 4,572,058	$ 18,288.23	$ 356,769	$ 1,427.08	$ 0.5097
2	32' Alley	153	$ 66,332	$ 10,148,796	$ 307,495	$ 47,046,735	24.98%	$ 3,072,863	$ 20,084.07	$ 239,783	$ 1,567.21	$ 0.5097
3	43' Alley	128	$ 90,172	$ 11,542,016	$ 352,490	$ 45,118,720	23.95%	$ 2,946,934	$ 23,022.93	$ 229,957	$ 1,796.54	$ 0.5097
4	45' Standard	53	$ 93,676	$ 4,964,828	$ 368,990	$ 19,556,470	10.38%	$ 1,277,333	$ 24,100.62	$ 99,674	$ 1,880.63	$ 0.5097
5	50' Standard	18	$ 106,000	$ 1,908,000	$ 368,990	$ 6,641,820	3.53%	$ 433,811	$ 24,100.62	$ 33,851	$ 1,880.63	$ 0.5097
Total/Weighted Average		**602**	**$ 71,534**	**$ 43,063,640**	**$ 312,897**	**$ 188,363,745**	**100.00%**	**$ 12,303,000**	**$ 20,436.88**	**$ 960,034**	**$ 1,594.74**	**$ 0.5097**

Improvement Area #2

	Lot Type	Units	Finished Lot Value Per Unit	Estimated Finished Lot Value	Estimated Buildout Value Per Unit	Total Estimated Buildout Value	IA#2 % Allocation	IA#2 Total Assessment	Maximum Assessment per Unit[a]	Average Annual Installment	Average Annual Installment per Unit	PID Equivalent Tax Rate
6	40' Standard	37	$ 82,748.00	$ 3,061,676.00	$ 330,990.00	$12,246,630.00	17.65%	$ 666,895.92	$ 18,024.21	$ 61,518.46	$ 1,662.66	$ 0.5023
7	43' Alley	27	$ 83,664.00	$ 2,258,928.00	$ 334,657.00	$ 9,035,739.00	13.02%	$ 492,045.36	$ 18,223.90	$ 45,389.20	$ 1,681.08	$ 0.5023
8	45' Alley	8	$ 83,664.00	$ 669,312.00	$ 334,657.00	$ 2,677,256.00	3.86%	$ 145,791.22	$ 18,223.90	$ 13,448.65	$ 1,681.08	$ 0.5023
9	45' Standard	36	$ 85,373.00	$ 3,073,428.00	$ 341,490.00	$12,293,640.00	17.72%	$ 669,455.87	$ 18,596.00	$ 61,754.61	$ 1,715.41	$ 0.5023
10	50' Standard	97	$ 85,373.00	$ 8,281,181.00	$ 341,490.00	$33,124,530.00	47.75%	$ 1,803,811.64	$ 18,596.00	$ 166,394.36	$ 1,715.41	$ 0.5023
Total/Weighted Average		**205**	**$ 84,607**	**$ 17,344,525**	**$ 338,428**	**$ 69,377,795**	**100.00%**	**$ 3,778,000**	**$ 18,429.27**	**$ 348,505**	**$ 1,700.03**	**$ 0.5023**

Notes:

[a] Preliminary estimate, Maximum Assessment per lot is subject to change prior to final platting.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733214	IA#1 Unplatted Parcel [b]	$ 2,950,484.56	$ 235,366.26
8733232	IA#1 Unplatted Parcel [b]	$ 1,553,938.52	$ 123,960.89
8733245	Non-Benefited	$ -	$ -
8733246	2	$ 19,786.97	$ 1,578.45
8733247	2	$ 19,786.97	$ 1,578.45
8733248	2	$ 19,786.97	$ 1,578.45
8733249	2	$ 19,786.97	$ 1,578.45
8733250	2	$ 19,786.97	$ 1,578.45
8733251	2	$ 19,786.97	$ 1,578.45
8733252	2	$ 19,786.97	$ 1,578.45
8733253	2	$ 19,786.97	$ 1,578.45
8733254	2	$ 19,786.97	$ 1,578.45
8733255	2	$ 19,786.97	$ 1,578.45
8733256	2	$ 19,786.97	$ 1,578.45
8733257	2	$ 19,786.97	$ 1,578.45
8733258	2	$ 19,786.97	$ 1,578.45
8733259	2	$ 19,786.97	$ 1,578.45
8733260	2	$ 19,786.97	$ 1,578.45
8733261	2	$ 19,786.97	$ 1,578.45
8733262	2	$ 19,786.97	$ 1,578.45
8733263	2	$ 19,786.97	$ 1,578.45
8733264	2	$ 19,786.97	$ 1,578.45
8733265	2	$ 19,786.97	$ 1,578.45
8733266	2	$ 19,786.97	$ 1,578.45
8733267	2	$ 19,786.97	$ 1,578.45
8733268	2	$ 19,786.97	$ 1,578.45
8733269	2	$ 19,786.97	$ 1,578.45
8733270	2	$ 19,786.97	$ 1,578.45
8733271	2	$ 19,786.97	$ 1,578.45
8733272	2	$ 19,786.97	$ 1,578.45
8733273	2	$ 19,786.97	$ 1,578.45
8733274	2	$ 19,786.97	$ 1,578.45
8733275	2	$ 19,786.97	$ 1,578.45
8733276	4	$ 23,744.10	$ 1,894.12
8733277	4	$ 23,744.10	$ 1,894.12
8733278	4	$ 23,744.10	$ 1,894.12
8733279	4	$ 23,744.10	$ 1,894.12
8733280	4	$ 23,744.10	$ 1,894.12
8733281	4	$ 23,744.10	$ 1,894.12
8733282	4	$ 23,744.10	$ 1,894.12

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733283	4	$ 23,744.10	$ 1,894.12
8733284	4	$ 23,744.10	$ 1,894.12
8733285	4	$ 23,744.10	$ 1,894.12
8733286	4	$ 23,744.10	$ 1,894.12
8733287	4	$ 23,744.10	$ 1,894.12
8733288	4	$ 23,744.10	$ 1,894.12
8733289	4	$ 23,744.10	$ 1,894.12
8733290	4	$ 23,744.10	$ 1,894.12
8733291	4	$ 23,744.10	$ 1,894.12
8733292	2	$ 19,786.97	$ 1,578.45
8733293	2	$ 19,786.97	$ 1,578.45
8733294	2	$ 19,786.97	$ 1,578.45
8733295	2	$ 19,786.97	$ 1,578.45
8733296	2	$ 19,786.97	$ 1,578.45
8733297	2	$ 19,786.97	$ 1,578.45
8733298	2	$ 19,786.97	$ 1,578.45
8733299	2	$ 19,786.97	$ 1,578.45
8733300	2	$ 19,786.97	$ 1,578.45
8733301	2	$ 19,786.97	$ 1,578.45
8733302	2	$ 19,786.97	$ 1,578.45
8733303	2	$ 19,786.97	$ 1,578.45
8733304	2	$ 19,786.97	$ 1,578.45
8733305	2	$ 19,786.97	$ 1,578.45
8733306	2	$ 19,786.97	$ 1,578.45
8733307	2	$ 19,786.97	$ 1,578.45
8733308	2	$ 19,786.97	$ 1,578.45
8733309	2	$ 19,786.97	$ 1,578.45
8733310	2	$ 19,786.97	$ 1,578.45
8733311	2	$ 19,786.97	$ 1,578.45
8733312	2	$ 19,786.97	$ 1,578.45
8733313	2	$ 19,786.97	$ 1,578.45
8733314	2	$ 19,786.97	$ 1,578.45
8733315	2	$ 19,786.97	$ 1,578.45
8733316	2	$ 19,786.97	$ 1,578.45
8733317	Non-Benefited	$ -	$ -
8733318	2	$ 19,786.97	$ 1,578.45
8733319	2	$ 19,786.97	$ 1,578.45
8733320	2	$ 19,786.97	$ 1,578.45
8733321	2	$ 19,786.97	$ 1,578.45
8733322	2	$ 19,786.97	$ 1,578.45

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733323	2	$ 19,786.97	$ 1,578.45
8733324	2	$ 19,786.97	$ 1,578.45
8733325	Non-Benefited	$ -	$ -
8733326	2	$ 19,786.97	$ 1,578.45
8733327	2	$ 19,786.97	$ 1,578.45
8733328	2	$ 19,786.97	$ 1,578.45
8733329	2	$ 19,786.97	$ 1,578.45
8733330	2	$ 19,786.97	$ 1,578.45
8733331	2	$ 19,786.97	$ 1,578.45
8733332	2	$ 19,786.97	$ 1,578.45
8733333	2	$ 19,786.97	$ 1,578.45
8733334	2	$ 19,786.97	$ 1,578.45
8733335	2	$ 19,786.97	$ 1,578.45
8733336	2	$ 19,786.97	$ 1,578.45
8733337	2	$ 19,786.97	$ 1,578.45
8733338	2	$ 19,786.97	$ 1,578.45
8733339	2	$ 19,786.97	$ 1,578.45
8733340	2	$ 19,786.97	$ 1,578.45
8733341	2	$ 19,786.97	$ 1,578.45
8733342	2	$ 19,786.97	$ 1,578.45
8733343	2	$ 19,786.97	$ 1,578.45
8733344	2	$ 19,786.97	$ 1,578.45
8733345	2	$ 19,786.97	$ 1,578.45
8733346	2	$ 19,786.97	$ 1,578.45
8733347	2	$ 19,786.97	$ 1,578.45
8733348	2	$ 19,786.97	$ 1,578.45
8733349	2	$ 19,786.97	$ 1,578.45
8733350	2	$ 19,786.97	$ 1,578.45
8733351	2	$ 19,786.97	$ 1,578.45
8733352	2	$ 19,786.97	$ 1,578.45
8733353	2	$ 19,786.97	$ 1,578.45
8733354	2	$ 19,786.97	$ 1,578.45
8733355	2	$ 19,786.97	$ 1,578.45
8733356	2	$ 19,786.97	$ 1,578.45
8733357	2	$ 19,786.97	$ 1,578.45
8733358	2	$ 19,786.97	$ 1,578.45
8733359	2	$ 19,786.97	$ 1,578.45
8733360	2	$ 19,786.97	$ 1,578.45
8733361	2	$ 19,786.97	$ 1,578.45
8733362	Non-Benefited	$ -	$ -

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733363	Non-Benefited	$ -	$ -
8733364	Non-Benefited	$ -	$ -
8733365	Non-Benefited	$ -	$ -
8733366	4	$ 23,744.10	$ 1,894.12
8733367	4	$ 23,744.10	$ 1,894.12
8733368	4	$ 23,744.10	$ 1,894.12
8733369	4	$ 23,744.10	$ 1,894.12
8733370	4	$ 23,744.10	$ 1,894.12
8733371	4	$ 23,744.10	$ 1,894.12
8733372	4	$ 23,744.10	$ 1,894.12
8733373	4	$ 23,744.10	$ 1,894.12
8733374	4	$ 23,744.10	$ 1,894.12
8733375	4	$ 23,744.10	$ 1,894.12
8733376	4	$ 23,744.10	$ 1,894.12
8733377	4	$ 23,744.10	$ 1,894.12
8733378	4	$ 23,744.10	$ 1,894.12
8733379	Non-Benefited	$ -	$ -
8733380	3	$ 22,682.34	$ 1,809.42
8733381	3	$ 22,682.34	$ 1,809.42
8733382	3	$ 22,682.34	$ 1,809.42
8733383	3	$ 22,682.34	$ 1,809.42
8733384	3	$ 22,682.34	$ 1,809.42
8733385	3	$ 22,682.34	$ 1,809.42
8733386	3	$ 22,682.34	$ 1,809.42
8733387	3	$ 22,682.34	$ 1,809.42
8733388	3	$ 22,682.34	$ 1,809.42
8733389	3	$ 22,682.34	$ 1,809.42
8733390	3	$ 22,682.34	$ 1,809.42
8733391	3	$ 22,682.34	$ 1,809.42
8733392	3	$ 22,682.34	$ 1,809.42
8733393	3	$ 22,682.34	$ 1,809.42
8733394	3	$ 22,682.34	$ 1,809.42
8733395	3	$ 22,682.34	$ 1,809.42
8733396	3	$ 22,682.34	$ 1,809.42
8733397	3	$ 22,682.34	$ 1,809.42
8733398	2	$ 19,786.97	$ 1,578.45
8733399	2	$ 19,786.97	$ 1,578.45
8733400	2	$ 19,786.97	$ 1,578.45
8733401	2	$ 19,786.97	$ 1,578.45
8733402	2	$ 19,786.97	$ 1,578.45

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8733403	Non-Benefited		$ -
8733404	3	$ 22,682.34	$ 1,809.42
8733405	3	$ 22,682.34	$ 1,809.42
8733406	3	$ 22,682.34	$ 1,809.42
8733407	3	$ 22,682.34	$ 1,809.42
8733408	3	$ 22,682.34	$ 1,809.42
8733409	3	$ 22,682.34	$ 1,809.42
8733410	3	$ 22,682.34	$ 1,809.42
8733411	3	$ 22,682.34	$ 1,809.42
8733412	3	$ 22,682.34	$ 1,809.42
8733413	3	$ 22,682.34	$ 1,809.42
8733414	3	$ 22,682.34	$ 1,809.42
8733415	3	$ 22,682.34	$ 1,809.42
8733416	3	$ 22,682.34	$ 1,809.42
8733417	3	$ 22,682.34	$ 1,809.42
8733418	3	$ 22,682.34	$ 1,809.42
8733441	3	$ 22,682.34	$ 1,809.42
8733442	3	$ 22,682.34	$ 1,809.42
8733443	3	$ 22,682.34	$ 1,809.42
8733444	3	$ 22,682.34	$ 1,809.42
8733445	3	$ 22,682.34	$ 1,809.42
8733446	3	$ 22,682.34	$ 1,809.42
8733447	3	$ 22,682.34	$ 1,809.42
8733448	3	$ 22,682.34	$ 1,809.42
8733449	3	$ 22,682.34	$ 1,809.42
8733450	Non-Benefited	$ -	$ -
8739590	2	$ 19,786.97	$ 1,578.45
8739591	2	$ 19,786.97	$ 1,578.45
8739592	2	$ 19,786.97	$ 1,578.45
8739593	2	$ 19,786.97	$ 1,578.45
8739594	2	$ 19,786.97	$ 1,578.45
8739595	2	$ 19,786.97	$ 1,578.45
8739596	2	$ 19,786.97	$ 1,578.45
8739597	2	$ 19,786.97	$ 1,578.45
8739598	2	$ 19,786.97	$ 1,578.45
8739599	2	$ 19,786.97	$ 1,578.45
8739600	2	$ 19,786.97	$ 1,578.45
8739601	2	$ 19,786.97	$ 1,578.45
8739602	2	$ 19,786.97	$ 1,578.45
8739603	2	$ 19,786.97	$ 1,578.45

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739604	2	$ 19,786.97	$ 1,578.45
8739605	2	$ 19,786.97	$ 1,578.45
8739606	2	$ 19,786.97	$ 1,578.45
8739607	2	$ 19,786.97	$ 1,578.45
8739608	2	$ 19,786.97	$ 1,578.45
8739609	2	$ 19,786.97	$ 1,578.45
8739610	2	$ 19,786.97	$ 1,578.45
8739611	2	$ 19,786.97	$ 1,578.45
8739612	2	$ 19,786.97	$ 1,578.45
8739613	2	$ 19,786.97	$ 1,578.45
8739614	2	$ 19,786.97	$ 1,578.45
8739615	2	$ 19,786.97	$ 1,578.45
8739616	2	$ 19,786.97	$ 1,578.45
8739617	2	$ 19,786.97	$ 1,578.45
8739618	2	$ 19,786.97	$ 1,578.45
8739619	2	$ 19,786.97	$ 1,578.45
8739620	2	$ 19,786.97	$ 1,578.45
8739621	2	$ 19,786.97	$ 1,578.45
8739622	2	$ 19,786.97	$ 1,578.45
8739623	2	$ 19,786.97	$ 1,578.45
8739624	2	$ 19,786.97	$ 1,578.45
8739625	2	$ 19,786.97	$ 1,578.45
8739626	2	$ 19,786.97	$ 1,578.45
8739627	2	$ 19,786.97	$ 1,578.45
8739628	2	$ 19,786.97	$ 1,578.45
8739629	2	$ 19,786.97	$ 1,578.45
8739630	2	$ 19,786.97	$ 1,578.45
8739631	Non-Benefited	$ -	$ -
8739632	2	$ 19,786.97	$ 1,578.45
8739633	2	$ 19,786.97	$ 1,578.45
8739634	2	$ 19,786.97	$ 1,578.45
8739635	2	$ 19,786.97	$ 1,578.45
8739636	2	$ 19,786.97	$ 1,578.45
8739637	2	$ 19,786.97	$ 1,578.45
8739638	2	$ 19,786.97	$ 1,578.45
8739639	2	$ 19,786.97	$ 1,578.45
8739640	2	$ 19,786.97	$ 1,578.45
8739641	3	$ 22,682.34	$ 1,809.42
8739642	3	$ 22,682.34	$ 1,809.42
8739643	3	$ 22,682.34	$ 1,809.42

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739644	3	$ 22,682.34	$ 1,809.42
8739645	3	$ 22,682.34	$ 1,809.42
8739646	3	$ 22,682.34	$ 1,809.42
8739647	3	$ 22,682.34	$ 1,809.42
8739648	3	$ 22,682.34	$ 1,809.42
8739649	3	$ 22,682.34	$ 1,809.42
8739650	3	$ 22,682.34	$ 1,809.42
8739651	3	$ 22,682.34	$ 1,809.42
8739652	3	$ 22,682.34	$ 1,809.42
8739653	3	$ 22,682.34	$ 1,809.42
8739654	3	$ 22,682.34	$ 1,809.42
8739655	3	$ 22,682.34	$ 1,809.42
8739656	3	$ 22,682.34	$ 1,809.42
8739657	Non-Benefited	$ -	$ -
8739658	Non-Benefited	$ -	$ -
8739660	4	$ 23,744.10	$ 1,894.12
8739661	4	$ 23,744.10	$ 1,894.12
8739662	4	$ 23,744.10	$ 1,894.12
8739663	4	$ 23,744.10	$ 1,894.12
8739664	4	$ 23,744.10	$ 1,894.12
8739665	4	$ 23,744.10	$ 1,894.12
8739666	4	$ 23,744.10	$ 1,894.12
8739667	4	$ 23,744.10	$ 1,894.12
8739668	4	$ 23,744.10	$ 1,894.12
8739669	4	$ 23,744.10	$ 1,894.12
8739670	4	$ 23,744.10	$ 1,894.12
8739671	4	$ 23,744.10	$ 1,894.12
8739672	4	$ 23,744.10	$ 1,894.12
8739673	4	$ 23,744.10	$ 1,894.12
8739674	4	$ 23,744.10	$ 1,894.12
8739675	4	$ 23,744.10	$ 1,894.12
8739676	4	$ 23,744.10	$ 1,894.12
8739677	4	$ 23,744.10	$ 1,894.12
8739678	4	$ 23,744.10	$ 1,894.12
8739679	4	$ 23,744.10	$ 1,894.12
8739680	Non-Benefited	$ -	$ -
8739681	4	$ 23,744.10	$ 1,894.12
8739682	4	$ 23,744.10	$ 1,894.12
8739683	4	$ 23,744.10	$ 1,894.12
8739684	4	$ 23,744.10	$ 1,894.12

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739685	Non-Benefited	$ -	$ -
8739686	3	$ 22,682.34	$ 1,809.42
8739687	3	$ 22,682.34	$ 1,809.42
8739688	3	$ 22,682.34	$ 1,809.42
8739689	3	$ 22,682.34	$ 1,809.42
8739690	3	$ 22,682.34	$ 1,809.42
8739691	3	$ 22,682.34	$ 1,809.42
8739692	3	$ 22,682.34	$ 1,809.42
8739693	Non-Benefited	$ -	$ -
8739694	Non-Benefited	$ -	$ -
8739695	Non-Benefited	$ -	$ -
8739696	3	$ 22,682.34	$ 1,809.42
8739697	3	$ 22,682.34	$ 1,809.42
8739698	3	$ 22,682.34	$ 1,809.42
8739699	3	$ 22,682.34	$ 1,809.42
8739700	3	$ 22,682.34	$ 1,809.42
8739701	3	$ 22,682.34	$ 1,809.42
8739702	3	$ 22,682.34	$ 1,809.42
8739703	3	$ 22,682.34	$ 1,809.42
8739704	3	$ 22,682.34	$ 1,809.42
8739705	Non-Benefited	$ -	$ -
8739706	3	$ 22,682.34	$ 1,809.42
8739707	3	$ 22,682.34	$ 1,809.42
8739708	3	$ 22,682.34	$ 1,809.42
8739709	3	$ 22,682.34	$ 1,809.42
8739710	3	$ 22,682.34	$ 1,809.42
8739711	3	$ 22,682.34	$ 1,809.42
8739712	3	$ 22,682.34	$ 1,809.42
8739713	3	$ 22,682.34	$ 1,809.42
8739714	3	$ 22,682.34	$ 1,809.42
8739715	Non-Benefited	$ -	$ -
8739716	3	$ 22,682.34	$ 1,809.42
8739717	3	$ 22,682.34	$ 1,809.42
8739718	3	$ 22,682.34	$ 1,809.42
8739719	3	$ 22,682.34	$ 1,809.42
8739720	3	$ 22,682.34	$ 1,809.42
8739721	3	$ 22,682.34	$ 1,809.42
8739722	Non-Benefited	$ -	$ -
8739723	Non-Benefited	$ -	$ -
8739724	3	$ 22,682.34	$ 1,809.42

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739725	3	$ 22,682.34	$ 1,809.42
8739726	3	$ 22,682.34	$ 1,809.42
8739727	3	$ 22,682.34	$ 1,809.42
8739728	3	$ 22,682.34	$ 1,809.42
8739729	3	$ 22,682.34	$ 1,809.42
8739730	3	$ 22,682.34	$ 1,809.42
8739731	3	$ 22,682.34	$ 1,809.42
8739732	3	$ 22,682.34	$ 1,809.42
8739733	3	$ 22,682.34	$ 1,809.42
8739734	3	$ 22,682.34	$ 1,809.42
8739735	3	$ 22,682.34	$ 1,809.42
8739736	3	$ 22,682.34	$ 1,809.42
8739737	3	$ 22,682.34	$ 1,809.42
8739738	Non-Benefited	$ -	$ -
8739739	3	$ 22,682.34	$ 1,809.42
8739740	3	$ 22,682.34	$ 1,809.42
8739741	3	$ 22,682.34	$ 1,809.42
8739742	3	$ 22,682.34	$ 1,809.42
8739743	3	$ 22,682.34	$ 1,809.42
8739744	3	$ 22,682.34	$ 1,809.42
8739745	3	$ 22,682.34	$ 1,809.42
8739746	Non-Benefited	$ -	$ -
8739747	3	$ 22,682.34	$ 1,809.42
8739748	3	$ 22,682.34	$ 1,809.42
8739749	3	$ 22,682.34	$ 1,809.42
8739750	3	$ 22,682.34	$ 1,809.42
8739751	3	$ 22,682.34	$ 1,809.42
8739752	3	$ 22,682.34	$ 1,809.42
8739753	3	$ 22,682.34	$ 1,809.42
8739754	3	$ 22,682.34	$ 1,809.42
8739755	3	$ 22,682.34	$ 1,809.42
8739756	3	$ 22,682.34	$ 1,809.42
8739757	3	$ 22,682.34	$ 1,809.42
8739758	3	$ 22,682.34	$ 1,809.42
8739759	3	$ 22,682.34	$ 1,809.42
8739760	3	$ 22,682.34	$ 1,809.42
8739761	3	$ 22,682.34	$ 1,809.42
8739762	3	$ 22,682.34	$ 1,809.42
8739763	3	$ 22,682.34	$ 1,809.42
8739764	3	$ 22,682.34	$ 1,809.42

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27[b],[c],[d]
8739765	Non-Benefited	$ -	$ -
8739766	Non-Benefited	$ -	$ -
8739767	5	$ 23,744.10	$ 1,894.12
8739768	5	$ 23,744.10	$ 1,894.12
8739769	5	$ 23,744.10	$ 1,894.12
8739770	5	$ 23,744.10	$ 1,894.12
8739771	5	$ 23,744.10	$ 1,894.12
8739772	5	$ 23,744.10	$ 1,894.12
8739773	5	$ 23,744.10	$ 1,894.12
8739774	5	$ 23,744.10	$ 1,894.12
8739775	5	$ 23,744.10	$ 1,894.12
8739776	5	$ 23,744.10	$ 1,894.12
8739777	5	$ 23,744.10	$ 1,894.12
8739778	5	$ 23,744.10	$ 1,894.12
8739779	5	$ 23,744.10	$ 1,894.12
8739780	5	$ 23,744.10	$ 1,894.12
8739781	5	$ 23,744.10	$ 1,894.12
8739782	5	$ 23,744.10	$ 1,894.12
8739783	5	$ 23,744.10	$ 1,894.12
8739784	5	$ 23,744.10	$ 1,894.12
Total		**$ 12,121,000.11**	**$ 966,918.28**

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

[c] Totals may not add or match the Service Plan or Improvement Area #1 Bond Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

[d] Until a final plat is recorded within the unplatted Parcels of Improvement Area #1, the outstanding Assessment and Annual Installments will be allocated based on acreage.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

	Improvement Area #1 Bonds				
Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection	Total Annual Installment[c]
2027	190,000	649,110	60,605	67,202	966,917
2028	198,000	641,035	59,655	56,852	955,542
2029	207,000	632,620	58,665	57,989	956,274
2030	216,000	623,823	57,630	59,149	956,601
2031	225,000	614,643	56,550	60,332	956,524
2032	236,000	604,236	55,425	61,538	957,199
2033	247,000	593,321	54,245	62,769	957,335
2034	259,000	581,898	53,010	64,024	957,932
2035	271,000	569,919	51,715	65,305	957,939
2036	284,000	557,385	50,360	66,611	958,356
2037	300,000	542,120	48,940	67,943	959,003
2038	316,000	525,995	47,440	69,302	958,737
2039	334,000	509,010	45,860	70,688	959,558
2040	352,000	491,058	44,190	72,102	959,349
2041	372,000	472,138	42,430	73,544	960,111
2042	393,000	452,143	40,570	75,015	960,727
2043	415,000	431,019	38,605	76,515	961,139
2044	438,000	408,713	36,530	78,045	961,288
2045	462,000	385,170	34,340	79,606	961,116
2046	488,000	360,338	32,030	81,198	961,566
2047	517,000	332,888	29,590	82,822	962,300
2048	547,000	303,806	27,005	84,479	962,290
2049	580,000	273,038	24,270	86,168	963,476
2050	614,000	240,413	21,370	87,892	963,674
2051	650,000	205,875	18,300	89,649	963,824
2052	689,000	169,313	15,050	91,442	964,805
2053	729,000	130,556	11,605	93,271	964,433
2054	773,000	89,550	7,960	95,137	965,647
2055	819,000	46,069	4,095	97,039	966,203
Total	**$ 12,121,000**	**$ 12,437,196**	**$ 1,128,040**	**$ 2,173,628**	**$ 27,859,864**

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
8720280	Improvement Area #2 Initial Parcel	$ 3,778,000.00	$ 321,849.52
Total		**$ 3,778,000.00**	**$ 321,849.52**

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within Improvement Area #2 pro rata based on acreage as reported by Bastrop Central Appraisal District. Future allocation of the Assessment will be done in accordance with Section VI of this Service and Assessment Plan.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

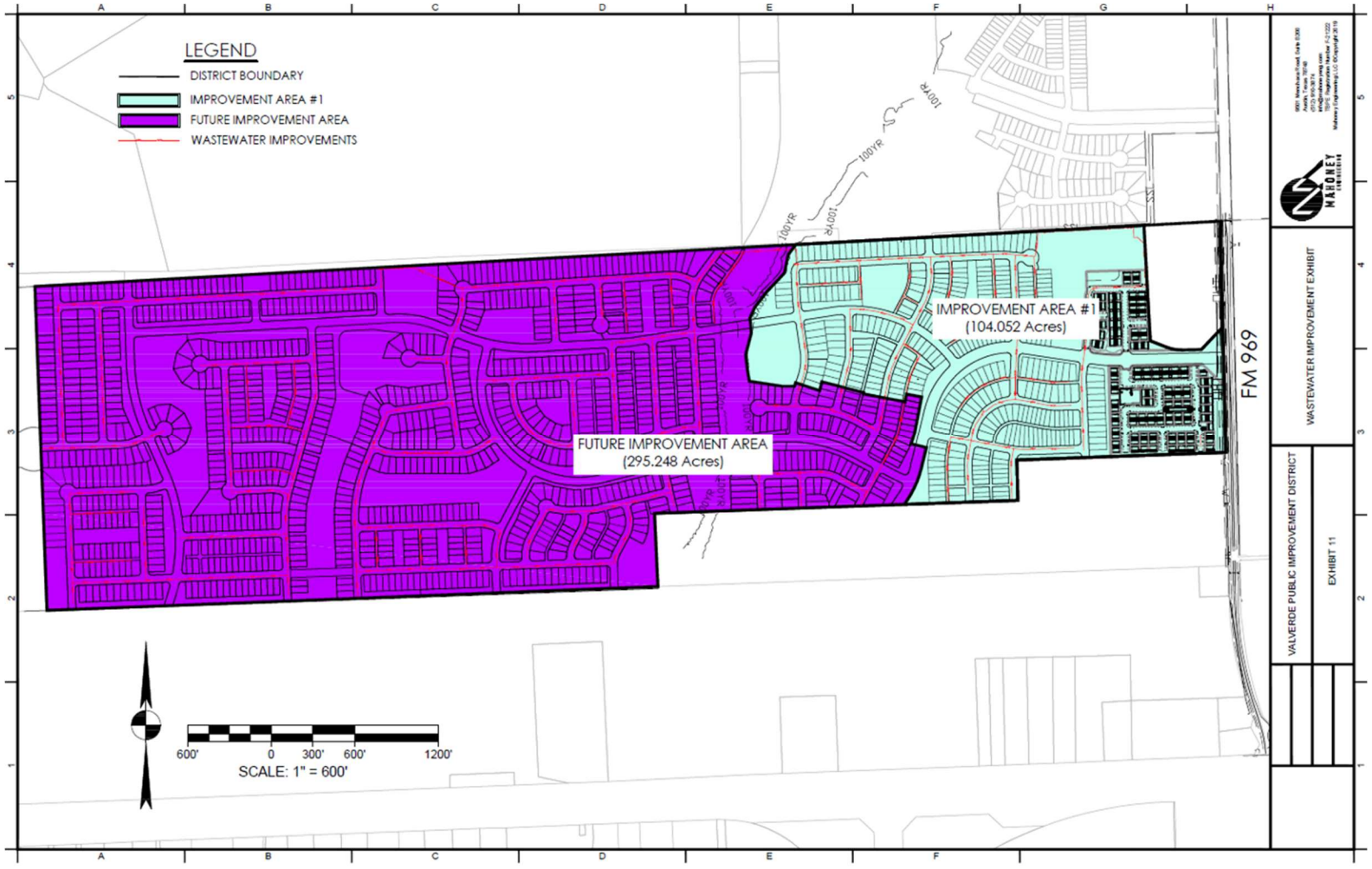
	Improvement Area #2 Reimbursement Obligation			
Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 45,725	$ 236,125	$ 40,000	$ 321,850
2028	$ 48,582	$ 233,267	$ 40,800	$ 322,650
2029	$ 51,619	$ 230,231	$ 41,616	$ 323,466
2030	$ 54,845	$ 227,005	$ 42,448	$ 324,298
2031	$ 58,273	$ 223,577	$ 43,297	$ 325,147
2032	$ 61,915	$ 219,935	$ 44,163	$ 326,013
2033	$ 65,784	$ 216,065	$ 45,046	$ 326,896
2034	$ 69,896	$ 211,954	$ 45,947	$ 327,797
2035	$ 74,264	$ 207,585	$ 46,866	$ 328,716
2036	$ 78,906	$ 202,944	$ 47,804	$ 329,653
2037	$ 83,838	$ 198,012	$ 48,760	$ 330,609
2038	$ 89,077	$ 192,772	$ 49,735	$ 331,584
2039	$ 94,645	$ 187,205	$ 50,730	$ 332,579
2040	$ 100,560	$ 181,290	$ 51,744	$ 333,594
2041	$ 106,845	$ 175,004	$ 52,779	$ 334,629
2042	$ 113,523	$ 168,327	$ 53,835	$ 335,684
2043	$ 120,618	$ 161,232	$ 54,911	$ 336,761
2044	$ 128,157	$ 153,693	$ 56,010	$ 337,859
2045	$ 136,166	$ 145,683	$ 57,130	$ 338,979
2046	$ 144,677	$ 137,173	$ 58,272	$ 340,122
2047	$ 153,719	$ 128,130	$ 59,438	$ 341,287
2048	$ 163,327	$ 118,523	$ 60,627	$ 342,476
2049	$ 173,534	$ 108,315	$ 61,839	$ 343,689
2050	$ 184,380	$ 97,469	$ 63,076	$ 344,925
2051	$ 195,904	$ 85,945	$ 64,337	$ 346,187
2052	$ 208,148	$ 73,701	$ 65,624	$ 347,474
2053	$ 221,157	$ 60,692	$ 66,937	$ 348,786
2054	$ 234,980	$ 46,870	$ 68,275	$ 350,125
2055	$ 249,666	$ 32,184	$ 69,641	$ 351,490
2056	$ 265,270	$ 16,579	$ 71,034	$ 352,883
Total	**$ 3,778,000**	**$ 4,677,486**	**$ 1,622,723**	**$ 10,078,209**

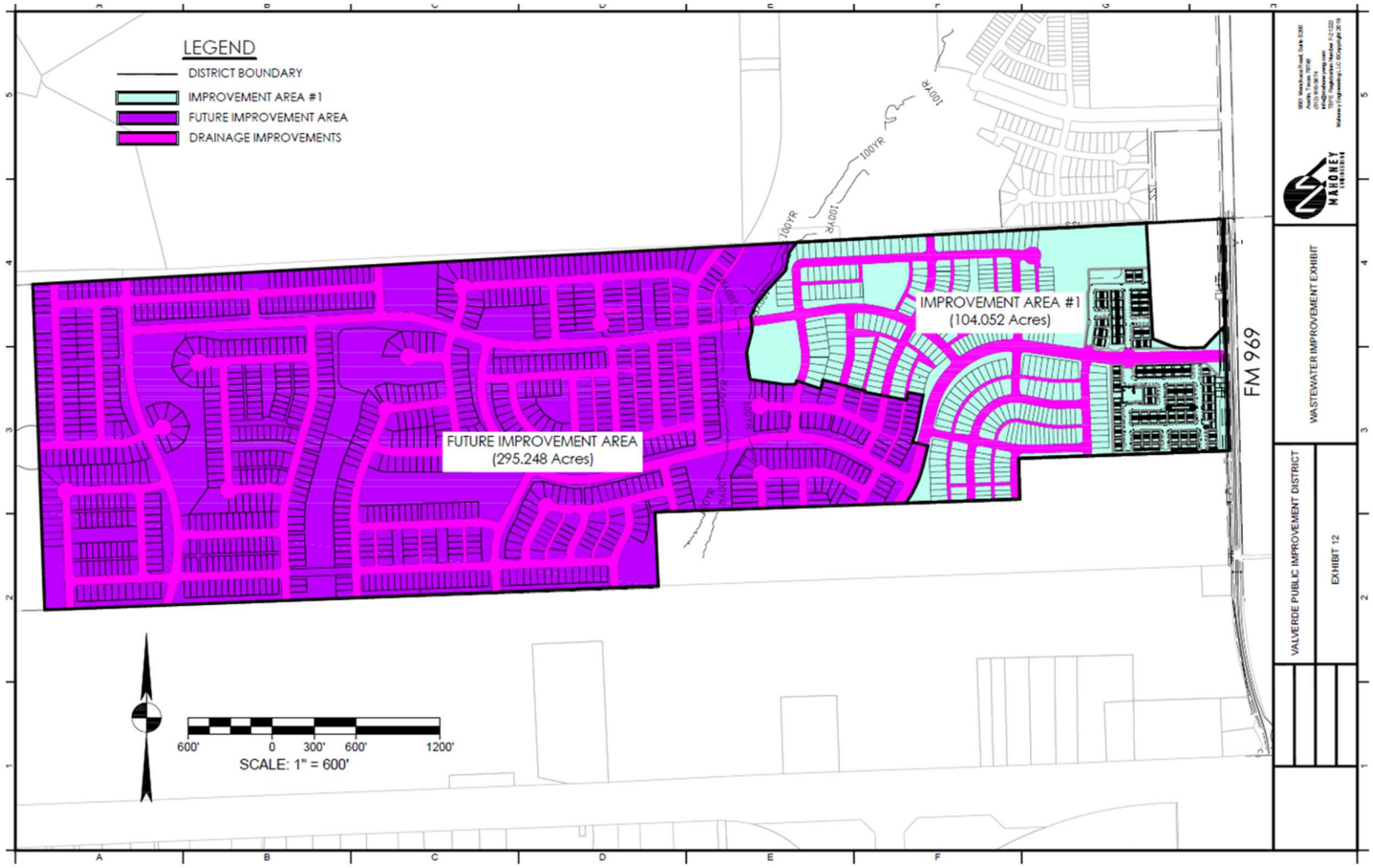
Footnotes:

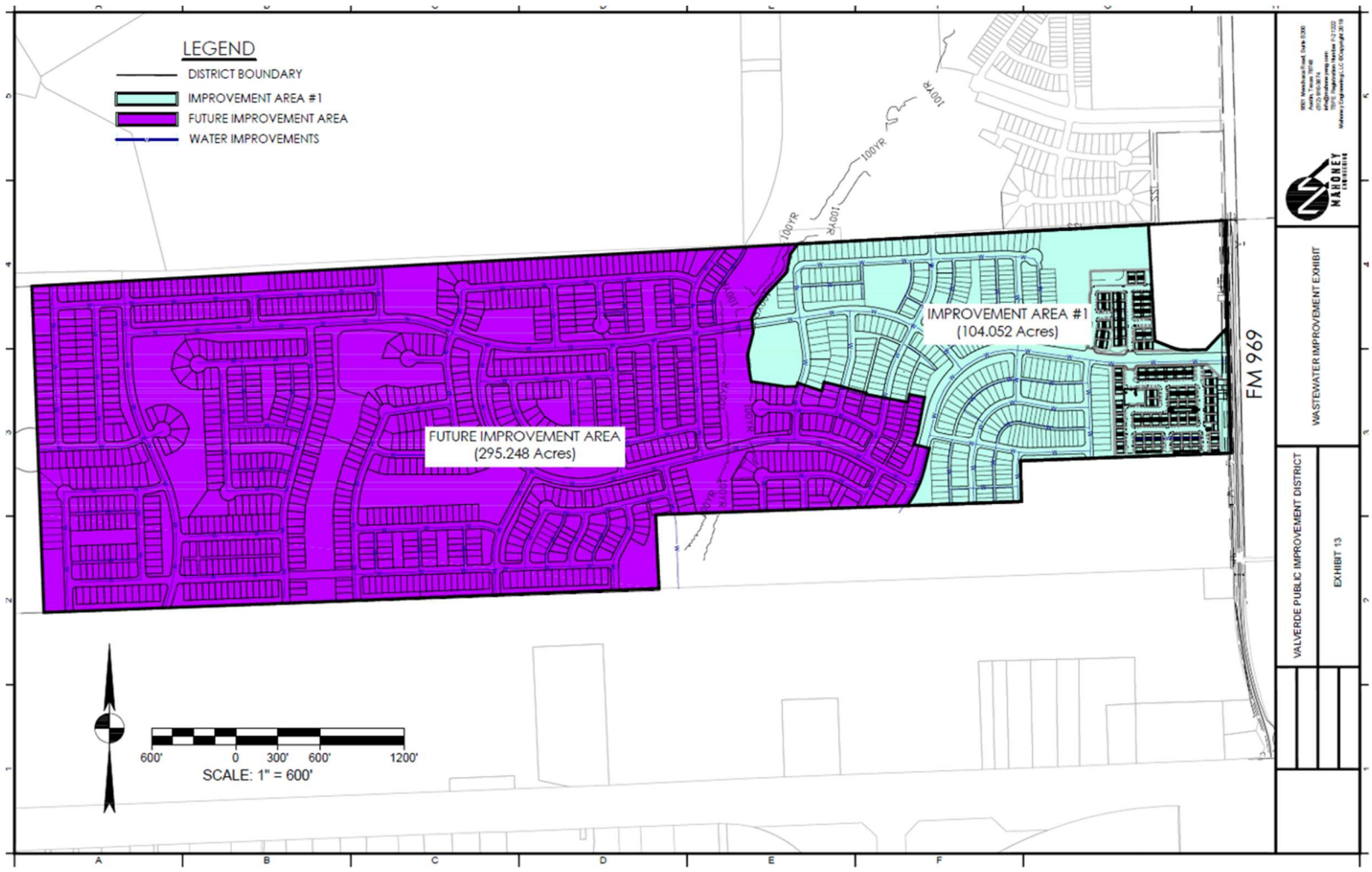
[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS




LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA
DRAINAGE IMPROVEMENTS
IMPROVEMENT AREA #1
(104.052 Acres)
FUTURE IMPROVEMENT AREA
(295.248 Acres)
FM 969
100YR
600' 0 300' 600' 1200'
SCALE: 1" = 600'
MAHOMEY
WASTEWATER IMPROVEMENT EXHIBIT
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 12


LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA
WATER IMPROVEMENTS
IMPROVEMENT AREA #1
(104.052 Acres)
FUTURE IMPROVEMENT AREA
(295.248 Acres)
FM 969
100YR
600' 0 300' 600' 1200'
SCALE: 1" = 600'
MAHONEY
WASTEWATER IMPROVEMENT EXHIBIT
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 13

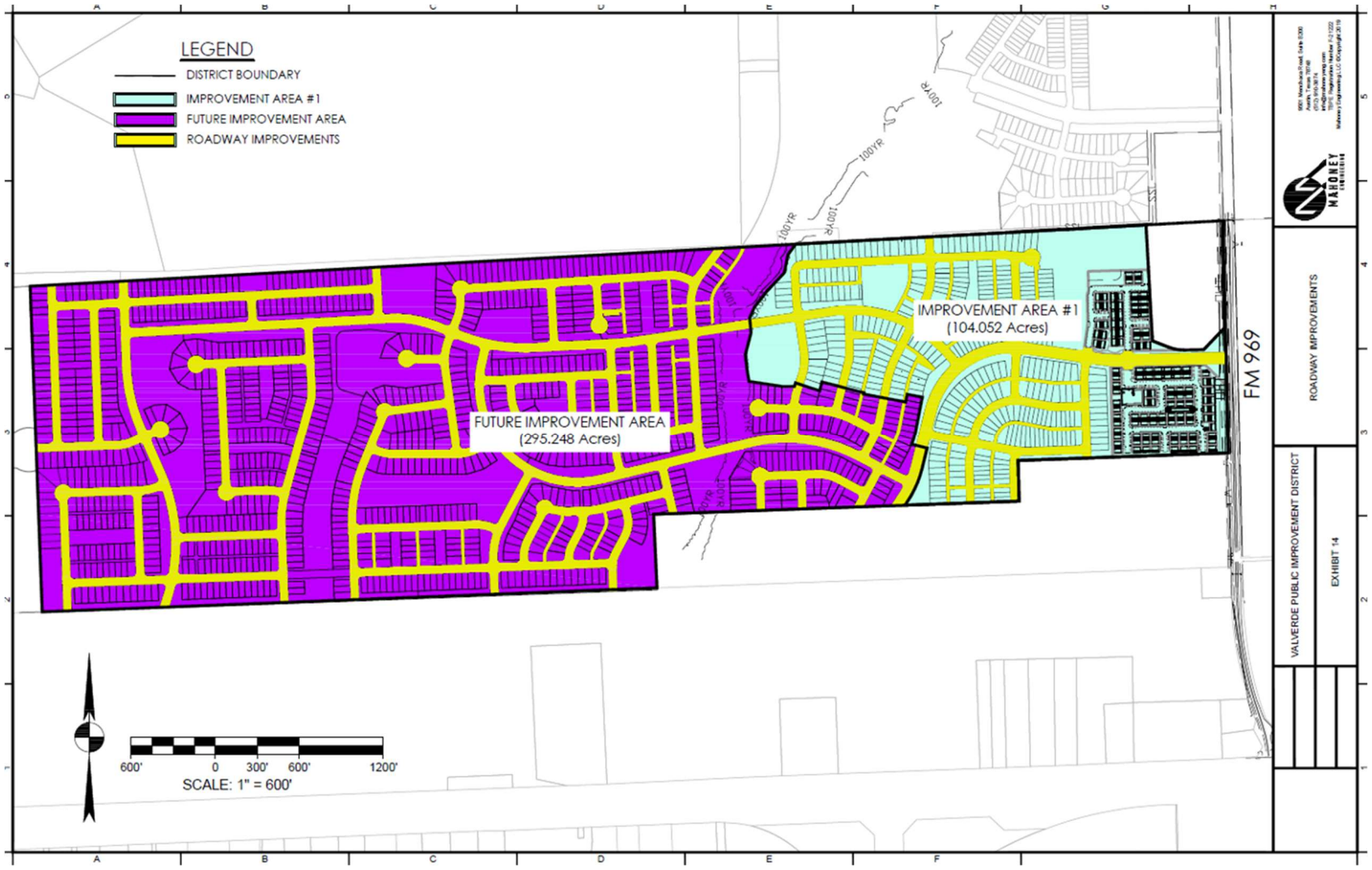
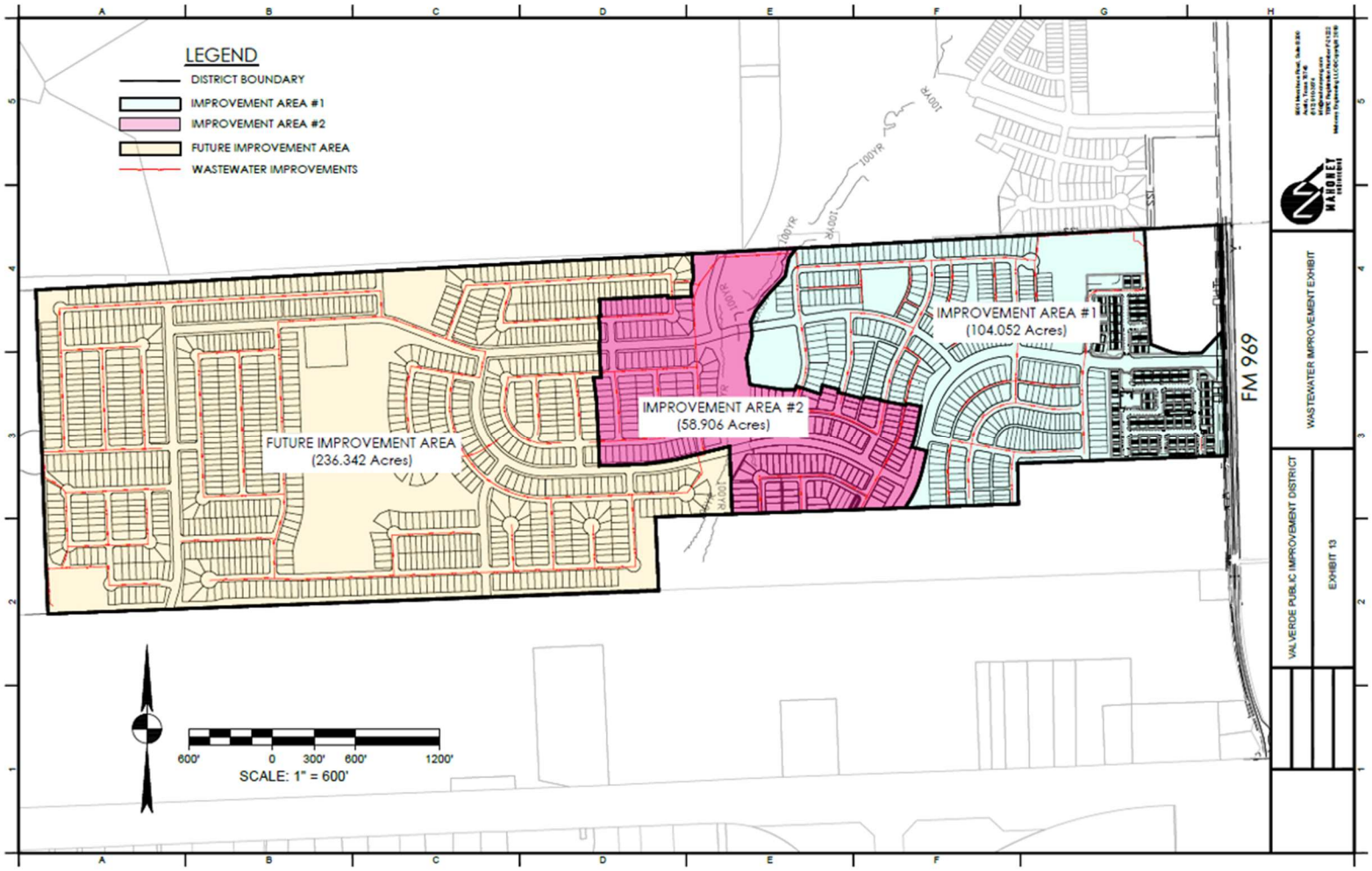
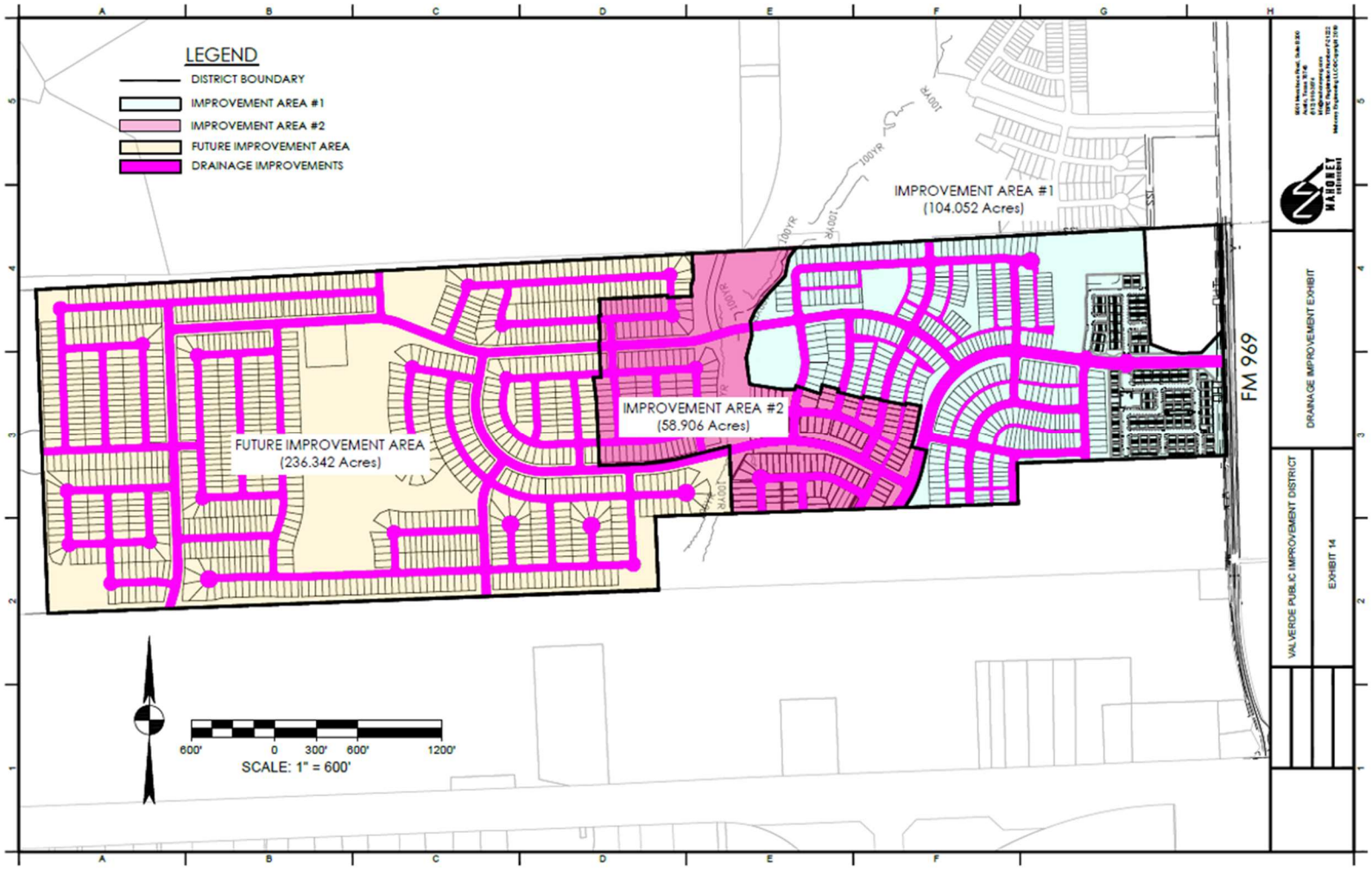
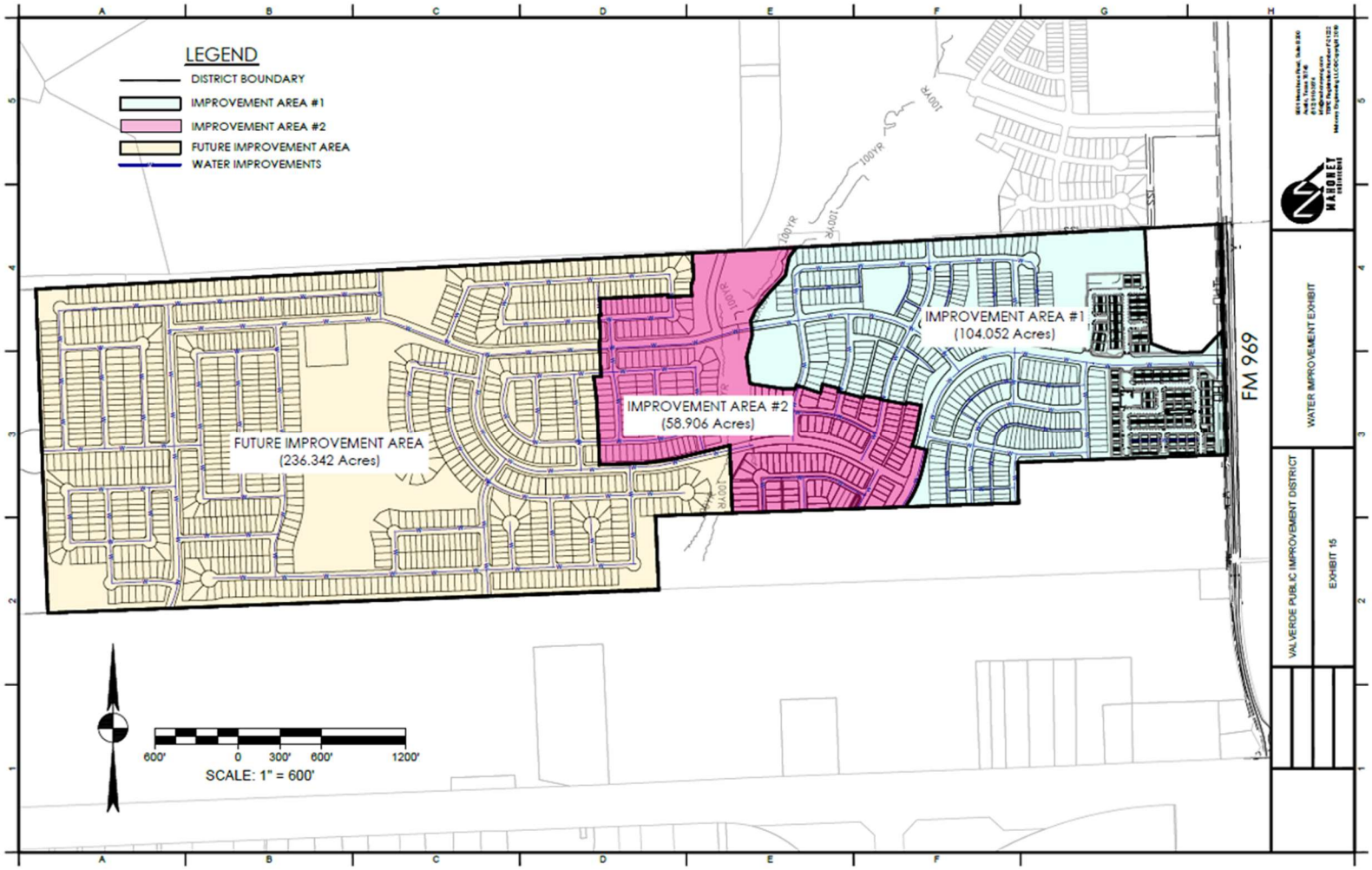

LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA
ROADWAY IMPROVEMENTS
FUTURE IMPROVEMENT AREA
(295.248 Acres)
IMPROVEMENT AREA #1
(104.052 Acres)
FM 969
600' 0 300' 600' 1200'
SCALE: 1" = 600'
ROADWAY IMPROVEMENTS
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 14

EXHIBIT H-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS




LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
IMPROVEMENT AREA #2
FUTURE IMPROVEMENT AREA
DRAINAGE IMPROVEMENTS
IMPROVEMENT AREA #1
(104.052 Acres)
IMPROVEMENT AREA #2
(58.906 Acres)
FUTURE IMPROVEMENT AREA
(236.342 Acres)
FM 969
600' 0 300' 600' 1200'
SCALE: 1" = 600'
DRAINAGE IMPROVEMENT EXHIBIT
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 14


LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
IMPROVEMENT AREA #2
FUTURE IMPROVEMENT AREA
WATER IMPROVEMENTS
IMPROVEMENT AREA #1
(104.052 Acres)
IMPROVEMENT AREA #2
(58.906 Acres)
FUTURE IMPROVEMENT AREA
(236.342 Acres)
FM 969
100YR
600' 0 300' 600' 1200'
SCALE: 1" = 600'
WATER IMPROVEMENT EXHIBIT
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 15

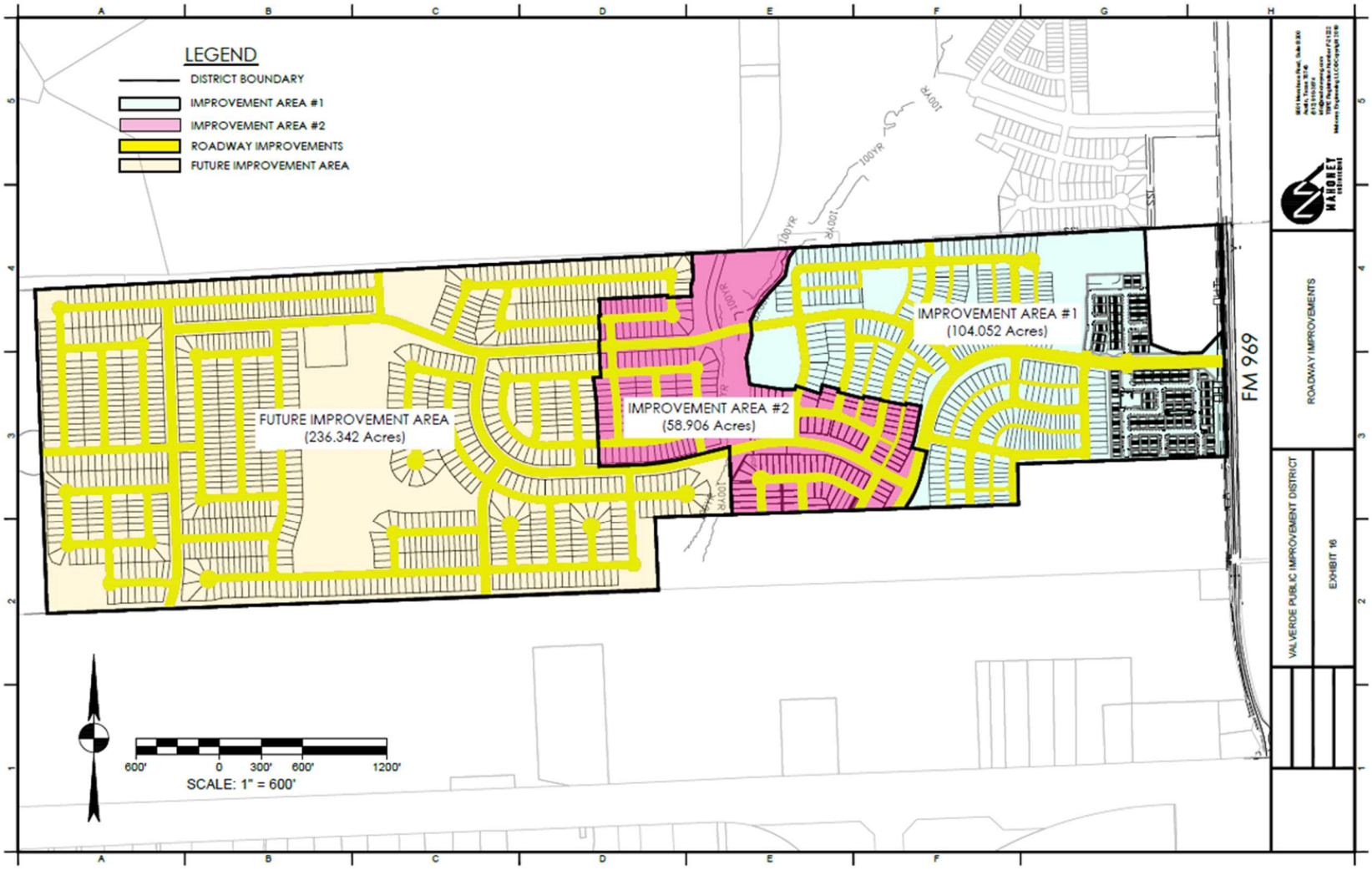

LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
IMPROVEMENT AREA #2
ROADWAY IMPROVEMENTS
FUTURE IMPROVEMENT AREA
FUTURE IMPROVEMENT AREA
(236.342 Acres)
IMPROVEMENT AREA #2
(58.906 Acres)
IMPROVEMENT AREA #1
(104.052 Acres)
FM 969
100YR
600' 0 300' 600' 1200'
SCALE: 1" = 600'
ROADWAY IMPROVEMENTS
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 16

EXHIBIT I – FORM OF NOTICE OF ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Bastrop County Clerk's Office
Honorable [County Clerk]
PO Box 577
Bastrop, TX 78602

Re: City of Bastrop Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Bastrop is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Bastrop
Attn: City Secretary
1311 Chestnut Street
Bastrop, TX 78602

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
1311 Chestnut Street
Bastrop, TX 78602

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Bastrop, Texas, a Texas home rule municipality (the “City”).

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council" of the City, Texas is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

WHEREAS, on March 9, 2021, the City Council of the City approved Resolution No. R-2021-28 creating the Viridian Public Improvement District, which was renamed Valverde Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 399.878 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____ the City Council, approved Ordinance No._____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Bastrop County, Texas; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the “Lien”) against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Bastrop County, Texas (the "Property");

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF BASTROP, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 20__, by the City Manager for the City of Bastrop, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT J – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

Bond Debt Service
City of Bastrop, Texas
Special Assessment Revenue Bonds, Series 2025
lverde Public Improvement District Improvement Area
Bonds Callable September 1, 2033 @ Par
FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service
9/1/2025		244,492.31	244,492.31
9/1/2026	182,000	656,845.00	838,845.00
9/1/2027	190,000	649,110.00	839,110.00
9/1/2028	198,000	641,035.00	839,035.00
9/1/2029	207,000	632,620.00	839,620.00
9/1/2030	216,000	623,822.50	839,822.50
9/1/2031	225,000	614,642.50	839,642.50
9/1/2032	236,000	604,236.26	840,236.26
9/1/2033	247,000	593,321.26	840,321.26
9/1/2034	259,000	581,897.50	840,897.50
9/1/2035	271,000	569,918.76	840,918.76
9/1/2036	284,000	557,385.00	841,385.00
9/1/2037	300,000	542,120.00	842,120.00
9/1/2038	316,000	525,995.00	841,995.00
9/1/2039	334,000	509,010.00	843,010.00
9/1/2040	352,000	491,057.50	843,057.50
9/1/2041	372,000	472,137.50	844,137.50
9/1/2042	393,000	452,142.50	845,142.50
9/1/2043	415,000	431,018.76	846,018.76
9/1/2044	438,000	408,712.50	846,712.50
9/1/2045	462,000	385,170.00	847,170.00
9/1/2046	488,000	360,337.50	848,337.50
9/1/2047	517,000	332,887.50	849,887.50
9/1/2048	547,000	303,806.26	850,806.26
9/1/2049	580,000	273,037.50	853,037.50
9/1/2050	614,000	240,412.50	854,412.50
9/1/2051	650,000	205,875.00	855,875.00
9/1/2052	689,000	169,312.50	858,312.50
9/1/2053	729,000	130,556.26	859,556.26
9/1/2054	773,000	89,550.00	862,550.00
9/1/2055	819,000	46,068.76	865,068.76
	12,303,000	13,338,533.63	25,641,533.63

EXHIBIT K – ANNUAL INSTALLMENT SCHEDULE FOR IMPROVEMENT AREA #2 REIMBURSEMENT OBLIGATION

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 45,725	$ 236,125	$ 40,000	$ 321,850
2028	$ 48,582	$ 233,267	$ 40,800	$ 322,650
2029	$ 51,619	$ 230,231	$ 41,616	$ 323,466
2030	$ 54,845	$ 227,005	$ 42,448	$ 324,298
2031	$ 58,273	$ 223,577	$ 43,297	$ 325,147
2032	$ 61,915	$ 219,935	$ 44,163	$ 326,013
2033	$ 65,784	$ 216,065	$ 45,046	$ 326,896
2034	$ 69,896	$ 211,954	$ 45,947	$ 327,797
2035	$ 74,264	$ 207,585	$ 46,866	$ 328,716
2036	$ 78,906	$ 202,944	$ 47,804	$ 329,653
2037	$ 83,838	$ 198,012	$ 48,760	$ 330,609
2038	$ 89,077	$ 192,772	$ 49,735	$ 331,584
2039	$ 94,645	$ 187,205	$ 50,730	$ 332,579
2040	$ 100,560	$ 181,290	$ 51,744	$ 333,594
2041	$ 106,845	$ 175,004	$ 52,779	$ 334,629
2042	$ 113,523	$ 168,327	$ 53,835	$ 335,684
2043	$ 120,618	$ 161,232	$ 54,911	$ 336,761
2044	$ 128,157	$ 153,693	$ 56,010	$ 337,859
2045	$ 136,166	$ 145,683	$ 57,130	$ 338,979
2046	$ 144,677	$ 137,173	$ 58,272	$ 340,122
2047	$ 153,719	$ 128,130	$ 59,438	$ 341,287
2048	$ 163,327	$ 118,523	$ 60,627	$ 342,476
2049	$ 173,534	$ 108,315	$ 61,839	$ 343,689
2050	$ 184,380	$ 97,469	$ 63,076	$ 344,925
2051	$ 195,904	$ 85,945	$ 64,337	$ 346,187
2052	$ 208,148	$ 73,701	$ 65,624	$ 347,474
2053	$ 221,157	$ 60,692	$ 66,937	$ 348,786
2054	$ 234,980	$ 46,870	$ 68,275	$ 350,125
2055	$ 249,666	$ 32,184	$ 69,641	$ 351,490
2056	$ 265,270	$ 16,579	$ 71,034	$ 352,883
Total	**$ 3,778,000**	**$ 4,677,486**	**$ 1,622,723**	**$ 10,078,209**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
399.878 Acres
Job No. 8732-00

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 399.878 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; THENCE, S 01° 19' 50" E, coincident with the common line of the 10.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 399.878 acre tract and said 10.01 acre tract, the following two (2) courses:

1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract;

2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 399.878 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 399.878 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of

2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 399.878 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 399.878 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 399.878 acre tract, said remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract the 10.599 acre tract the following seven (7) courses:

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

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

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

4. N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5. N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6. N 1°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

7. N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.



11/17/2021
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Client:
Date: November 17, 2021
Job No: 8732-00

G:\TXC\PROJECTS\NEU_COMMUNITIES\8225-00-BASTROP_PRELIM\SV\04_FINALS\MB\8732-00 VIRIDIAN IMPROVEMENT AREAS\8732-00_DISTRICT AREA-FN.DOCX

EXHIBIT L-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
104.052 Acres
Job No. 8732-00

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 104.052 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF THE AMENDED PLAT OF VALVERDE SECTION 1 PHASE 1 & 2 AS RECORDED IN CABINET 8, PAGES 66-B THROUGH 69-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF VALVERDE SOUTH SUBDIVISION AS RECORDED IN CABINET 8 PAGES 54-A AND 54-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 104.052 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the common corner of said Amended plat of Valverde Section 1 Phase 1 & 2 and a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas, northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common line of said Amended Plat and said 10.599 acre tract the following six (6) courses:

1) S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) N 43°41'39" E, a distance of 197.90 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of F.M. 969 (R.O.W. ~ 100') as dedicated in Cabinet 8, Pages 54-A & 54 B and Cabinet 8 Pages 66-B thru 69-B, both recorded in the Plat Records of Bastrop County, Texas, for the easterly northeast of said Amended Plat and the herein described tract;

THENCE, S 01°19'50" E, coincident with the common line of said Amended Plat, the aforementioned Valverde South Subdivision and said right-of-way line, a distance of 888.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north line of a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonaldo in Document Number 201916372 of the Official Public Records of Bastrop County Texas, at the southeast corner of said Valverde South Subdivision, for the southeast corner of the herein described tract;

THENCE, S 87°56'21" W, departing said right-of-way line, coincident with the common line of Valverde South Subdivision, said Amended Plat, the aforementioned remainder of the remainder of the 399.878 acre tract and said 10.01 acre tract, a distance of 1,483.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of said remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 01°19'22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the right-of-way of Puerto Plata Avenue (R.O.W. ~ 80') as shown on said Amended Plat, for a southerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the remainder of the 399.878 acre tract and said right-of-way line, the following three (3) courses:

1) N 33°20'50" E, a distance of 38.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

3) N 13°55'08" E, a distance of 152.24 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

THENCE, N 76°04'52" W, departing said common line, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the west right-of-way line of Puerto Plata Avenue, for an angle point of the herein described tract;

THENCE, continuing over and across the remainder of the 399.878 acre tract the following twenty-eight (28) courses:

1) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;

2) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;

3) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;

4) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;

5) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;

6) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;

7) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;

8) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract

9) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;

10) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;

11) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;

12) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;

13) N 14°19'35" E, a distance of 22.28 feet to a calculated point for aa re-entrant corner of the herein described tract;

14) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;

15) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;

16) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;

17) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;

18) N 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;

19) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;

20) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;

21) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;

22) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;

23) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;

24) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;

25) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;

26) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;

27) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;

28) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the remainder of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, and the north line of the aforementioned Amended Plat of Valverde Section 1 Phase 1 & 2, a distance of 2,508.39 feet to the **POINT OF BEGINNING** and containing 104.052 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared in conjunction with this metes and bounds description.



8/27/2024
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Date: August 27, 2024
Job No: 8732-00

EXHIBIT L-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
Improvement Area 2
58.906 Acres
Job No. 8225-01

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 58.906 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING PARTIALLY OUT OF THE REMAINDER OF CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF VALVERDE SECTION 2, PHASE 4 AS RECORDED IN CABINET 10, PAGE 21-A AND A PORTION OF THE RIGHT-OF-WAY OF PUERTO PLATA AVENUE (R.O.W. ~ VARIES) AS SHOWN ON THE PLAT OF AMENDED PLAT OF VALVERDE SECTION 1, PHASE 1 & 2, AS RECORDED IN CABINET 8, PAGE 66-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 58.906 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a cap stamped "BGE INC" set on the north line of the remainder of a called 25.071 acre tract of land as conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, at the common corner of the remainder of said 399.878 acre tract and the aforementioned Valverde Section 2, Phase 4, for the southerly southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 02°04'06" W, coincident with the common line of the remainder of the 399.88 acre tract and Trinity Ranch Section 2, Phase 4, a distance of 238.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty-four (24) courses:

1) N 02°02'33" W, a distance of 247.47 feet to a calculated point for a re-entrant corner of the herein described tract;

2) S 76°12'49" W, a distance of 398.68 feet to a calculated point for a point of curvature of the herein described tract;

3) Curving to the right, with a radius of 1,170.00 feet, an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of S 82°01'53" W, and a chord distance of 237.19 feet to a calculated point for a point of tangency of the herein described tract;

4) S 87°50'56" W, a distance of 314.03 feet to a calculated point for a corner of the herein described tract;

5) N 02°09'04" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;

6) N 87°50'56" E, a distance of 2.06 feet to a calculated point for a re-entrant corner of the herein described tract;

7) N 03°08'55" W, a distance of 259.86 feet to a calculated point for an angle point of the herein described tract;

8) N 04°24'22" W, a distance of 45.01 feet to a calculated point for an angle point of the herein described tract;

9) N 07°35'18" W, a distance of 145.44 feet to a calculated point for a corner of the herein described tract;

10) N 86°51'05" E, a distance of 53.51 feet to a calculated point for a re-entrant corner of the herein described tract;

11) N 03°08'55" W, a distance of 250.00 feet to a calculated point for a corner of the herein described tract;

12) N 86°51'05" E, a distance of 9.99 feet to a calculated point for a re-entrant corner of the herein described tract;

13) N 03°08'55" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;

14) N 86°51'05" E, a distance of 11.27 feet to a calculated point for a re-entrant corner of the herein described tract;

15) N 03°08'55" W, a distance of 120.00 feet to a calculated point for the westerly northwest corner of the herein described tract;

16) N 86°51'05" E, a distance of 490.00 feet to a calculated point for a re-entrant corner of the herein described tract;

17) N 03°08'55" W, a distance of 2.80 feet to a calculated point for a corner of the herein described tract;

18) N 86°51'05" E, a distance of 50.00 feet to a calculated point for a corner of the herein described tract;

19) S 03°08'55" E, a distance of 18.00 feet to a calculated point for a re-entrant corner of the herein described tract;

20) N 86°51'05" E, a distance of 121.17 feet to a calculated point for a re-entrant corner of the herein described tract;

21) N 03°03'43" W, a distance of 93.72 feet to a calculated point for an angle point of the herein described tract;

22) N 29°13'19" E, a distance of 37.03 feet to a calculated point for an angle point of the herein described tract;

23) N 03°09'43" W, a distance of 71.30 feet to a calculated point for an angle point of the herein described tract;

24) N 03°12'19" W, a distance of 108.91 feet to 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 399.878 acre tract and The Colony MUD 1B, Section 3 as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, for the northerly northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, said The Colony MUD 1B, Section 3, and The Colony MUD 1B, Section 1 as recorded in Cabinet 7, Page 85-A of the Plat Records of Bastrop County, Texas, a distance of 747.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 399.878 ace tract and Valverde Section1, Phase 3 as recorded in Cabinet 9, Page 56-B of the Plat Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, departing said common, coincident with the common line of the remainder of the 399.878 acre tract, said Valverde Section 1, Phase 3, the Amended Plat Valverde Section 1, Phases 1 &2 as recorded in Cabinet 8, Page 66-B of the Plat Records of Bastrop County, Texas, and Valverde Amenity Center as recorded in Cabinet 8, Page 83-A of the Plat Records of Bastrop County, Texas, the following nine (9) courses:

1) S 35°04'52" W, a distance of 89.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 11°34'46" W, a distance of 134.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 43°42'09" W, a distance of 173.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) S 37°48'33" W, a distance of 149.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) S 24°20'55" W, a distance of 85.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) S 04°59'40" E, a distance of 107.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

7) S 14°35'31" W, a distance of 160.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

8) S 06°16'41" E, a distance of 103.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract

9) S 09°33'10" E, a distance of 89.33 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, S 81°06'35" E, continuing coincident with said common, passing at a distance of 36.89 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of the aforementioned Valverde Section 2, Phase 4, continuing coincident with the common line of said Valverde Section 2, Phase 4 and Valverde Amenity Center, a total distance of 238.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, N 90°00'00" E, continuing coincident with said common line, a distance of 88.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, N 18°16'38" E, continuing coincident with said common line, a distance of 27.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of Valverde Section 2, Phase 4 and the aforementioned Valverde Section 1, Phase 3, for a corner of the herein described tract;

THENCE, coincident with the common line of Valverde Section 2, Phase 4 and said Valverde Section 1, Phase 3, the following sixteen (16) courses:

1) S 71°43'22" E, a distance of 181.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) N 14°19'35" E, a distance of 65.69 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

3) S 75°40'25" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

4) S 14°19'35" W, a distance of 22.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

5) S 75°40'25" E, a distance of 189.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

6) N 14°14'48" E, a distance of 17.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

7) S 79°11'39" E, a distance of 120.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

8) S 10°48'21" W, a distance of 5.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

9) S 79°21'54" E, a distance of 55.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

10) S 79°11'39" E, a distance of 130.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

11) N 10°48'21" E, a distance of 13.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

12) S 79°05'37" E, a distance of 109.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

13) S 10°53'55" W, a distance of 218.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

14) S 15°39'08" W, a distance of 52.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

15) S 20°55'17" W, a distance of 36.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

16) S 76°44'36" E, a distance of 34.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of the aforementioned Puerto Plata Avenue right-of-way, for an angle point of the herein described tract;

THENCE, S 76°04'52" E, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of said right-of-way and Lot 17, Block "M", as shown on the aforementioned plat of Valverde Section 1, Phase 3, for an easterly corner of the herein described tract;

THENCE, coincident with the common line of said right-of-way and said Lot 17, the following three (3) courses:

1) S 13°55'08" W, a distance of 152.24 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

2) Curving to the right, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of S 23°37'59" W, and a chord distance of 249.72 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

3) S 33°20'50" W, a distance of 38.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of a called 25.070 acre tract of land as conveyed unto IP-TX 2, LLC in Document Number 202213654, a called 0.8459 of one acre tract of land as conveyed unto the City of Bastrop, Texas, in Document Number 202313159, both of the Official Public Records of Bastrop County, Texas, for the common corner of Valverde Section 1, Phase 3, and the right-of-way of Puerto Plata Avenue, and the southeast of a corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of said right-of-way, Valverde Section 2, Phase 4, said 0.8459 of one acre tract, the remainder of said 25.070 acre tract and the aforementioned remainder of the 25.071 acre tract, a distance of 1,244.02 feet to the **POINT OF BEGINNING** and containing 58.906 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared under the direction of the undersigned in conjunction with this metes and bounds description.



9/3/2026
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Date: September 3, 2026
Job No: 8225-01

EXHIBIT L-4 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
Future Improvements Area
236.342 Acres
Job No. 8225-01

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 236.342 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING OUT OF THE REMAINDER OF CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 236.342 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north line of the remainder of a called 25.071 acre tract of land as conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, at the common corner of the remainder of said 399.878 acre tract and Valverde Section 2, Phase 4 as recorded in Cabinet 10, Pages 21-A of the Plat Records of Bastrop County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract, and said 25.071 acre tract, a distance of 551.57 feet to a calculated point at the northwest corner of the 25.071 acre tract, for a re-entrant corner of the remainder of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02°31'46" E, coincident with the common line of the remainder of the 399.878 acre tract and the 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for a south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87°52'50" W, coincident with the common line of the remainder of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 02°07'09" W, coincident with the common line of the remainder of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 feet a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the remainder of the 399.878 acre tract, said Lot 41 and on the south line of Lot 496, Block "C", as shown on the plat of The Colony MUD 1C, Section 6, as recorded in Cabinet 7, Page 199-B of the Plat Records of Bastrop County, Texas, for the northwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, the aforementioned Lot 496, Block "C", Lot 495, Block "C", as shown on the plat of The Colony MUD 1C, Section 4, as recorded in Cabinet 7, Page 137-B of the Plat Records of Bastrop County, Texas, Lot 490, Lot 491 Block "B" and Lot 492, Block "C", as shown on the plat of The Colony MUD 1C, Section 2, as recorded in Cabinet 7, Page 141-A of the Plat Records of Bastrop County, Texas, a called 1.025 acre tract of land as conveyed unto New Colony Residential Community, Inc. in Document Number 202300120 of the Official Public Records of Bastrop County, Texas, and Lot 478, Block "B", as shown on the plat of The Colony MUD 1B, Section 3, as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, a distance of 4,722.87 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty four (24) courses:

1) S 03°12'19" E, a distance of 108.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 03°09'43" E, a distance of 71.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 29°13'19" W, a distance of 37.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) S 03°03'43" E, a distance of 93.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

5) S 86°51'05" W, a distance of 121.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

6) N 03°08'55" W, a distance of 18.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

7) S 86°51'05" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

8) S 03°08'55" E, a distance of 2.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

9) S 86°51'05" W, a distance of 490.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

10) S 03°08'55" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

11) S 86°51'05" W, a distance of 11.27 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

12) S 03°08'55" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

13) S 86°51'05" W, a distance of 9.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

14) S 03°08'55" E, a distance of 250.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

15) S 86°51'05" W, a distance of 53.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

16) S 07°35'18" E, a distance of 145.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

17) S 04°24'22" E, a distance of 45.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

18) S 03°08'55" E, a distance of 259.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

19) S 87°50'56" W, a distance of 2.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

20) S 02°09'04" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

21) N 87°50'56" E, a distance of 314.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

22) Curving to the left, with a radius of 1,170.00 feet an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of N 82°01'53" E, and a chord distance of 237.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

23) N 76°12'49" E, a distance of 398.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

24) S 02°02'33" E, a distance of 247.47 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at an angle point in the west line of the aforementioned Valverde Section 2, Phase 4, for an angle point in the east line of the remainder of the 399.878 acre tract, and the herein described tract; and

THENCE, S 02°04'06" E, coincident with the common line of the remainder of the 399.878 acre tract and said Valverde Section 2, Phase 4, a distance of 238.28 feet to the **POINT OF BEGINNING** and containing 236.342 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared under the direction of the undersigned in conjunction with this metes and bounds description.

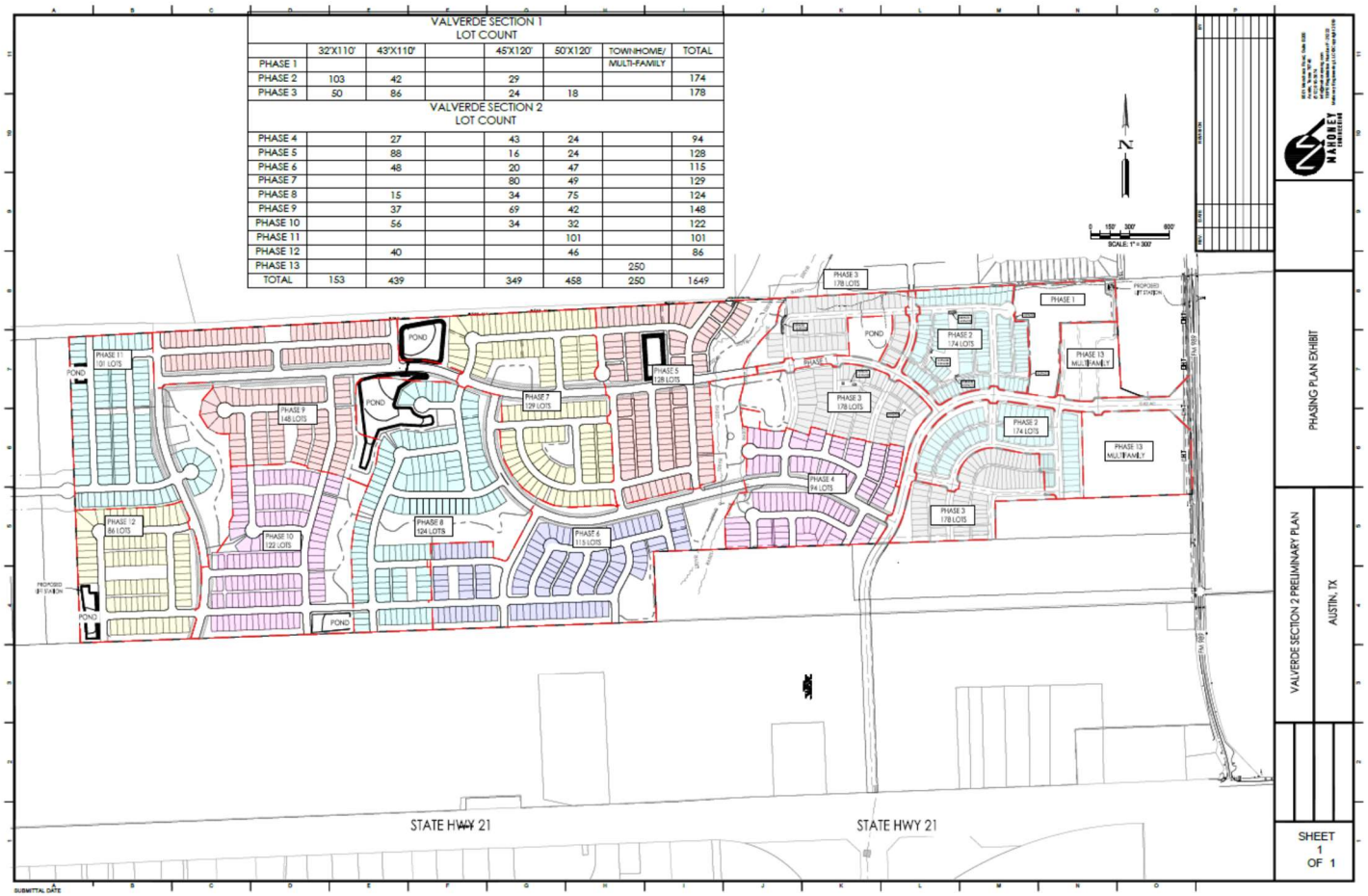


9/3/2026
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Date: September 3, 2026
Job No: 8225-01

EXHIBIT M – LOT TYPE CLASSIFICATION MAP



	32'X110'	43'X110'		45'X120'	50'X120'	TOWNHOME/ MULTI-FAMILY	TOTAL
PHASE 1							
PHASE 2	103	42		29			174
PHASE 3	50	86		24	18		178
PHASE 4		27		43	24		94
PHASE 5		88		16	24		128
PHASE 6		48		20	47		115
PHASE 7				80	49		129
PHASE 8		15		34	75		124
PHASE 9		37		69	42		148
PHASE 10		56		34	32		122
PHASE 11					101		101
PHASE 12		40			46		86
PHASE 13						250	
TOTAL	153	439		349	458	250	1649

APPENDIX A – ENGINEER'S REPORT

[Remainder of page left intentionally blank.]

Engineering Report

For

Valverde Public Improvement District

Bastrop, Bastrop County, Texas

Prepared by:

Mahoney Engineering, LLC
3815 S. Capital Texas Highway, Suite 200
Austin, Texas 78704

September 4, 2026



TBPELS # F-21222

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1.0 INTRODUCTION

The Valverde Development is a Single-Family Residential community located in the City of Bastrop, Texas located approximately 0.50-miles north of the intersection at Farm to Market Road 969 and State Highway 71. The Development is within the Valverde Public Improvement District, and it encompasses approximately a 400-acre tract of land that allows for construction of up to approximately 1,565 Single-Family Residential units and 250 attached Multi-Family units for a total of 1,815 residential units. A site location map has been included in ***Exhibit 1***.

This report includes supporting documentation for the formation of the Valverde Public Improvement District and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the Valverde development within the Valverde PID.

2.0 DEVELOPMENT COST

An Engineer's Opinion of Probable Cost (Engineer's OPC) has been prepared for all on-site infrastructure. The Engineer's OPC has been provided as ***Exhibit 11***.

3.0 DEVELOPMENT IMPROVEMENTS

The district total development improvements consist of 253-acres of Single-Family Residential, 94 acres of Parks and Open Space, 18.20-acres of CORE and 35-acres of Major ROW.

Improvement Area #1 of the development consisting of 104.052-acres has been annexed into the Bastrop City Limits. The improvement area consists of Phase 1 which includes Major ROW and associated improvements; Phase 2 which includes 174 Single-Family Lots, Major ROW and associated improvements; Phase 3 which includes 178 Single-Family Lots and associated improvements; and 18.20-acres of CORE, per the latest Development Agreement Amendment for the Valverde Development.

Improvement Area #2 of the development consisting of 58.906-acres will be annexed into the Bastrop City Limits once completed. The improvement area consists of Phase 4 which includes 95 Single-Family Lots, Major ROW and associated improvements; and Phase 5 which includes 110 Single-Family Lots, Major ROW and associated improvements.

The development improvements have been and will continue to be designed and constructed in accordance with City of Bastrop standards and specifications and will be owned and operated by the City unless otherwise indicated. The development improvements include:

3.1 STREETS

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. These roadway improvements include streets that will provide street access to each lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

3.2 DRAINAGE

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels / swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

3.3 WATER

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

3.4 WASTEWATER

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

The development areas and improvements are depicted within ***Exhibit 12*** through ***Exhibit 16***.

4.0 DEVELOPMENT SCHEDULE

4.1 DESIGN STAGE

Improvement Area #1

The following plans within **Improvement Area #1** have been **designed and approved** by City of Bastrop Planning and Development Department:

1. Valverde Phase 1 Public Improvement Plans and Final Drainage Plans:
   Right of Way and Infrastructure Improvements Only
2. Valverde Phase 2 Public Improvement Plans and Final Drainage Plans:
   174 Single-Family Lots
3. Valverde Phase 3 Public Improvement Plans and Final Drainage Plans:
   178 Single Family Lots
4. Valverde Multifamily South:
   168 Multifamily Units
5. Valverde Multifamily North:
   82 Multifamily Units

For a total of 352 Single-Family Residential Lots and 250 Multifamily Units.

Improvement Area #2

The following plans within **Improvement Area #2** have been **designed and approved** by City of Bastrop Planning and Development Department:

1. Valverde Phase 4 Public Improvement Plans and Final Drainage Plans:
   95 Single Family Lots

The following plans have been designed and are currently under review by City of Bastrop Planning and Development Department:

1. Valverde Phase 5 Public Improvement Plans and Final Drainage Plans:
   110 Single Family Lots |This Phase is currently under review by the City, and is expected to be approved by September of 2026

For a total of 205 Single-Family Residential Lots.

Future Improvement Area

Preliminary planning for the Future Development Area consisting of 1,008 single family lots has been prepared.

4.2 CONSTRUCTION STAGE

Improvement Area Phase #1

The following phases within **Improvement Area #1** have been **constructed**:

1. Valverde Phase 1 Public Improvement Plans and Final Drainage Plans:
   Right of Way and Infrastructure Improvements Only
2. Valverde Phase 2 Public Improvement Plans and Final Drainage Plans:
   174 Single-Family Lots
3. Valverde Phase 3 Public Improvement Plans and Final Drainage Plans:
   178 Single Family Lots
4. Valverde Multifamily South:
   168 Multifamily Units
5. Valverde Multifamily North:
   82 Multifamily Units

For a total of 352 Single-Family Residential Lots and 250 Multifamily Units.

Improvement Area #2

The following plans within **Improvement Area 2** have been **constructed** by City of Bastrop Planning and Development Department:

1. Valverde Phase 4:
   95 Single Family Lots

The following is expected to begin construction this year:

1. Valverde Phase 5:
   110 Single Family Lots

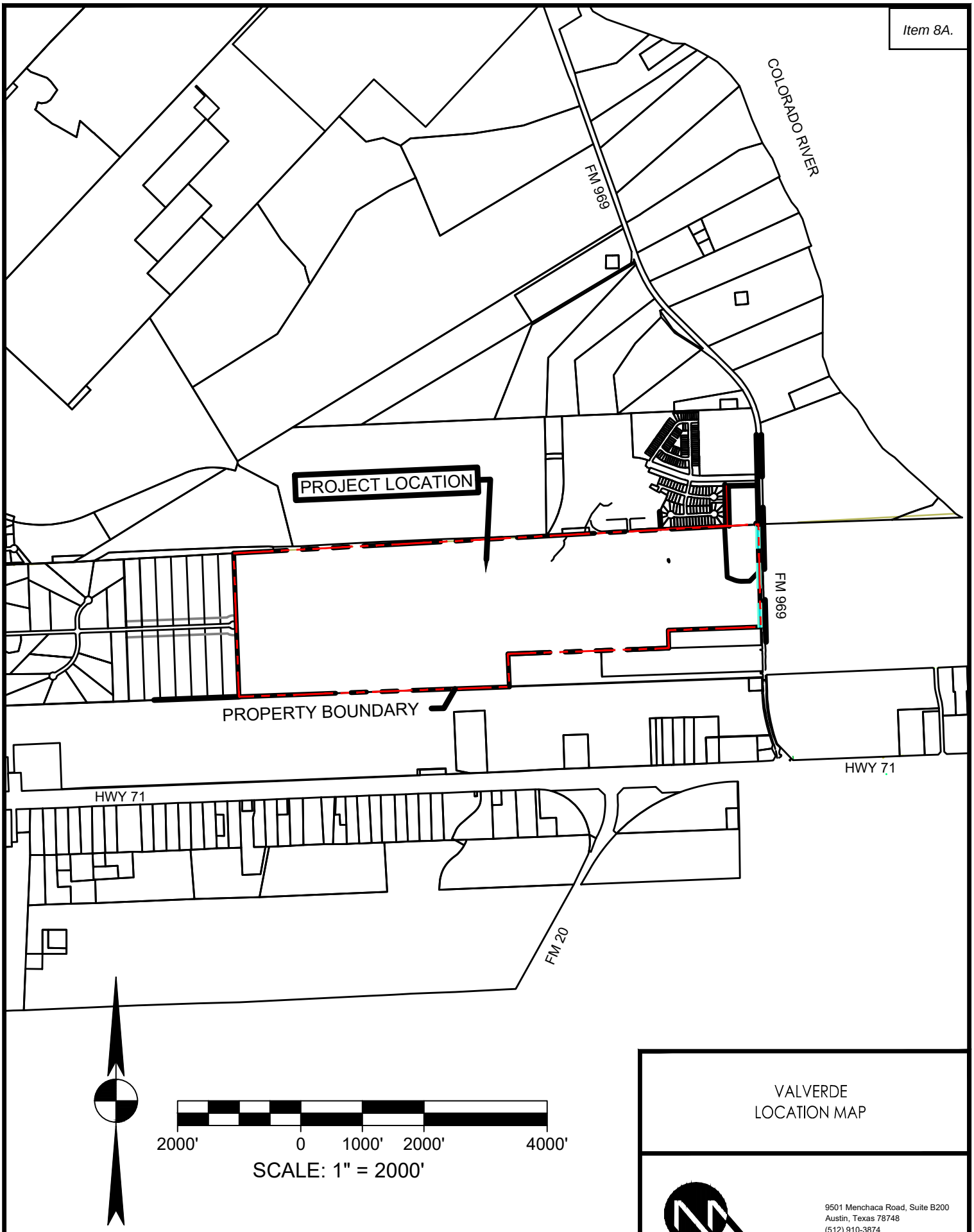
Future Improvement Area

The first phase of construction within the Future Improvement Area is Valverde Phase 6, with an approximate construction start in Fall of 2027. This entire area of development is expected to be completed between 2028 and 2036.

APPENDIX

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EXHIBIT 1. SITE LOCATION MAP



VALVERDE
LOCATION MAP

MAHONEY ENGINEERING
9501 Menchaca Road, Suite B200
Austin, Texas 78748
(512) 910-3874
info@mahoneyeng.com
TBPE Registration Numb
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EXHIBIT 2. DISTRICT BOUNDARY MAP

600' 0 300' 600' 1200'

SCALE: 1" = 600'

DISTRICT BOUNDARY

FM 969

100YR

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Austin, Texas 78748
(512) 910-3874
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DISTRICT AREA MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 2

EXHIBIT 3. IMPROVEMENT AREAS BOUNDARY MAP AND IMPROVEMENTS

LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2

DISTRICT BOUNDARY

IMPROVEMENT AREA #1
(104.052 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

FM 969

100YR

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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IMPROVEMENT AREAS BOUNDARY MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 3

EXHIBIT 4. FUTURE IMPROVEMENT AREA BOUNDARY MAP AND IMPROVEMENTS

LEGEND

DISTRICT BOUNDARY

FUTURE IMPROVEMENT AREA

DISTRICT BOUNDARY

FUTURE IMPROVEMENT AREA
(236.342 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

IMPROVEMENT AREA #1
(104.052 Acres)

100YR

FM 969

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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IMPROVEMENTS BOUNDARY MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 4

EXHIBIT 5. DISTRICT LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 399.878 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; THENCE, S 01° 19' 50" E, coincident with the common line of the 10.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 399.878 acre tract and said 10.01 acre tract, the following two (2) courses:

1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract;

2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 399.878 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 399.878 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of

2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 399.878 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 399.878 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 399.878 acre tract, said remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract the 10.599 acre tract the following seven (7) courses:

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

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

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the end of this curve;

4. N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

5. N 43°41'39" E, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

6. N 1°19'50" W, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

7. N 24°51'52" E, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.

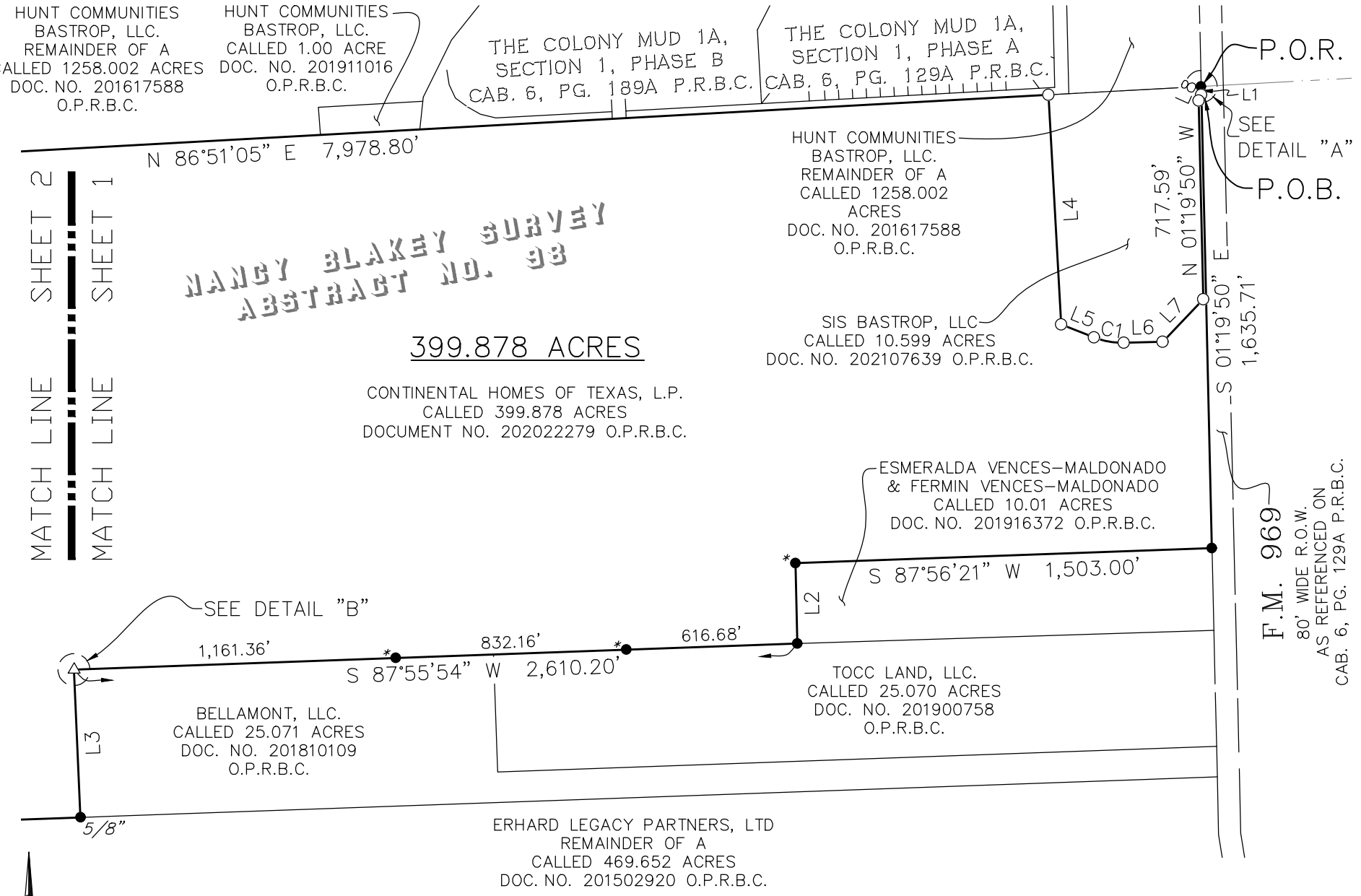


11/17/2021
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Client:
Date: November 17, 2021
Job No: 8732-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



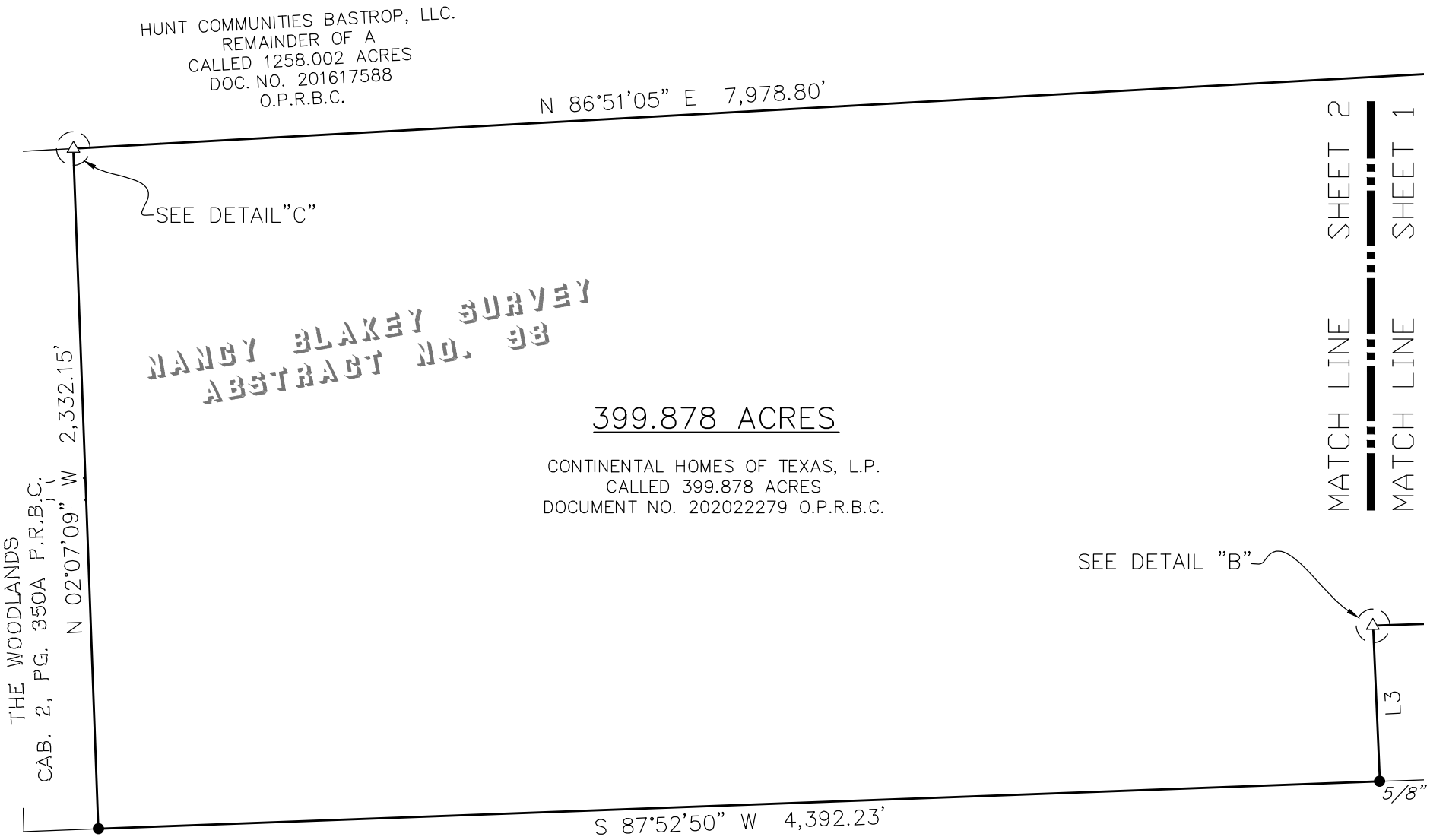
BGE, Inc.
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Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

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SCALE: 1"=500'

G:\TXC\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\04_Finals\Drawings\8732-00 Viridian Improvement Areas\8732-00 District Area.dwg, 11/17/2021 7:54 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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SCALE: 1"=500'

SHEET 5 OF 6

G:\TXC\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\04_Finals\Drawings\8732-00 Viridian Improvement Areas\8732-00 District Area.dwg, 11/17/2021 7:55 AM

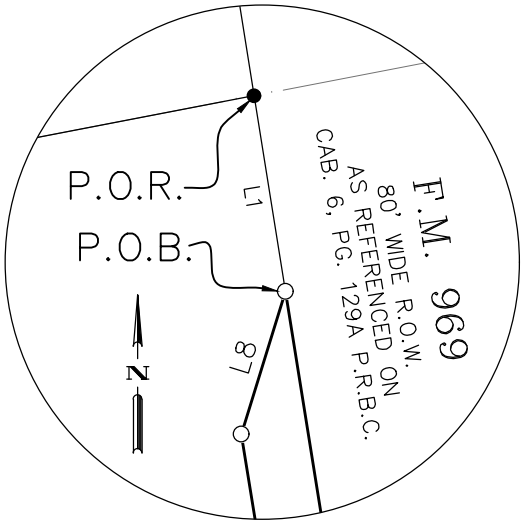
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'50" E	30.02'
L2	S 01°19'22" E	290.00'
L3	S 02°31'46" E	533.70'
L4	S 03°08'55" E	829.14'
L5	S 68°24'20" E	127.74'
L6	N 88°43'07" E	140.03'
L7	N 43°41'39" E	212.04'
L8	N 24°51'52" E	22.65'

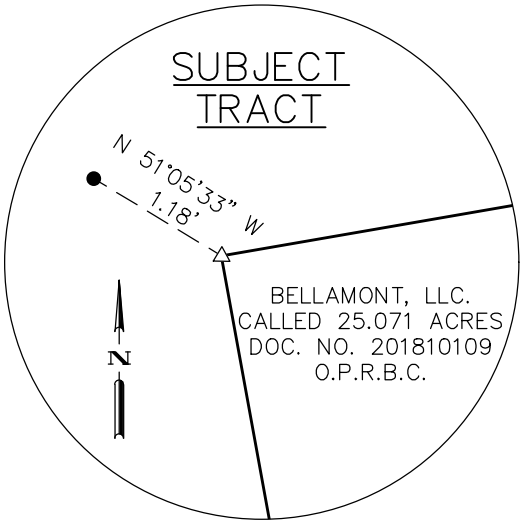
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'

LEGEND

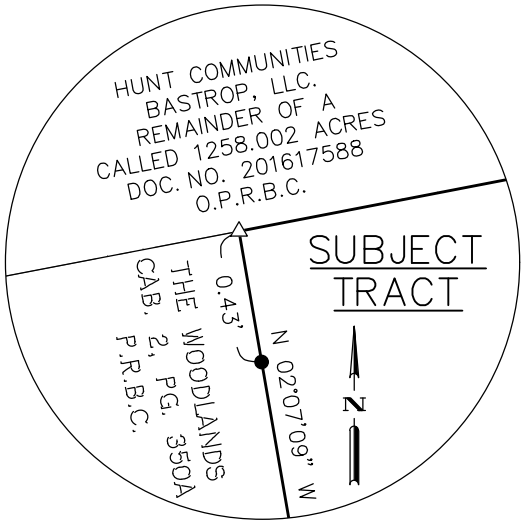
CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
*●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2" IRON ROD W/CAP "CBD"
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.

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SCALE: ~
SHEET 6
OF 6

G:\TXC\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\04_Finals\Drawings\8732-00 Viridian Improvement Areas\8732-00 District Area.dwg, 11/17/2021 7:55 AM,

EXHIBIT 6. IMPROVEMENT AREA #1 LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 104.052 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF THE AMENDED PLAT OF VALVERDE SECTION 1 PHASE 1 & 2 AS RECORDED IN CABINET 8, PAGES 66-B THROUGH 69-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF VALVERDE SOUTH SUBDIVISION AS RECORDED IN CABINET 8 PAGES 54-A AND 54-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 104.052 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped “BGE INC” set on the south line of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the common corner of said Amended plat of Valverde Section 1 Phase 1 & 2 and a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas, northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common line of said Amended Plat and said 10.599 acre tract the following six (6) courses:

1) S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the beginning of a non-tangent curve of the herein described tract;

3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the end of this curve;

4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

5) N 43°41'39" E, a distance of 197.90 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set on the west right-of-way line of F.M. 969 (R.O.W. ~ 100’) as dedicated in Cabinet 8, Pages 54-A & 54 B and Cabinet 8 Pages 66-B thru 69-B, both recorded in the Plat Records of Bastrop County, Texas, for the easterly northeast of said Amended Plat and the herein described tract;

THENCE, S 01°19'50" E, coincident with the common line of said Amended Plat, the aforementioned Valverde South Subdivision and said right-of-way line, a distance of 888.06 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set on the north line of a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonaldo in Document Number 201916372 of the Official Public Records of Bastrop County Texas, at the southeast corner of said Valverde South Subdivision, for the southeast corner of the herein described tract;

THENCE, S 87°56'21" W, departing said right-of-way line, coincident with the common line of Valverde South Subdivision, said Amended Plat, the aforementioned remainder of the remainder of the 399.878 acre tract and said 10.01 acre tract, a distance of 1,483.00 feet to a 1/2-inch iron rod with a cap stamped “RPLS 5548” found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of said remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 01°19'22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the southeast corner of the right-of-way of Puerto Plata Avenue (R.O.W. ~ 80’) as shown on said Amended Plat, for a southerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the remainder of the 399.878 acre tract and said right-of-way line, the following three (3) courses:

1) N 33°20'50" E, a distance of 38.04 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a point of curvature of the herein described tract;

2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a point of tangency of the herein described tract;

3) N 13°55'08" E, a distance of 152.24 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

THENCE, N 76°04'52" W, departing said common line, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the west right-of-way line of Puerto Plata Avenue, for an angle point of the herein described tract;

THENCE, continuing over and across the remainder of the 399.878 acre tract the following twenty-eight (28) courses:

1) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;

2) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;

3) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;

4) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;

5) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;

6) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;

7) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;

8) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract

9) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;

10) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;

11) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;

12) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;

13) N 14°19'35" E, a distance of 22.28 feet to a calculated point for aa re-entrant corner of the herein described tract;

14) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;

15) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;

16) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;

17) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;

18) N 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;

19) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;

20) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;

21) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;

22) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;

23) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;

24) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;

25) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;

26) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;

27) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;

28) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the remainder of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, and the north line of the aforementioned Amended Plat of Valverde Section 1 Phase 1 & 2, a distance of 2,508.39 feet to the **POINT OF BEGINNING** and containing 104.052 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared in conjunction with this metes and bounds description.

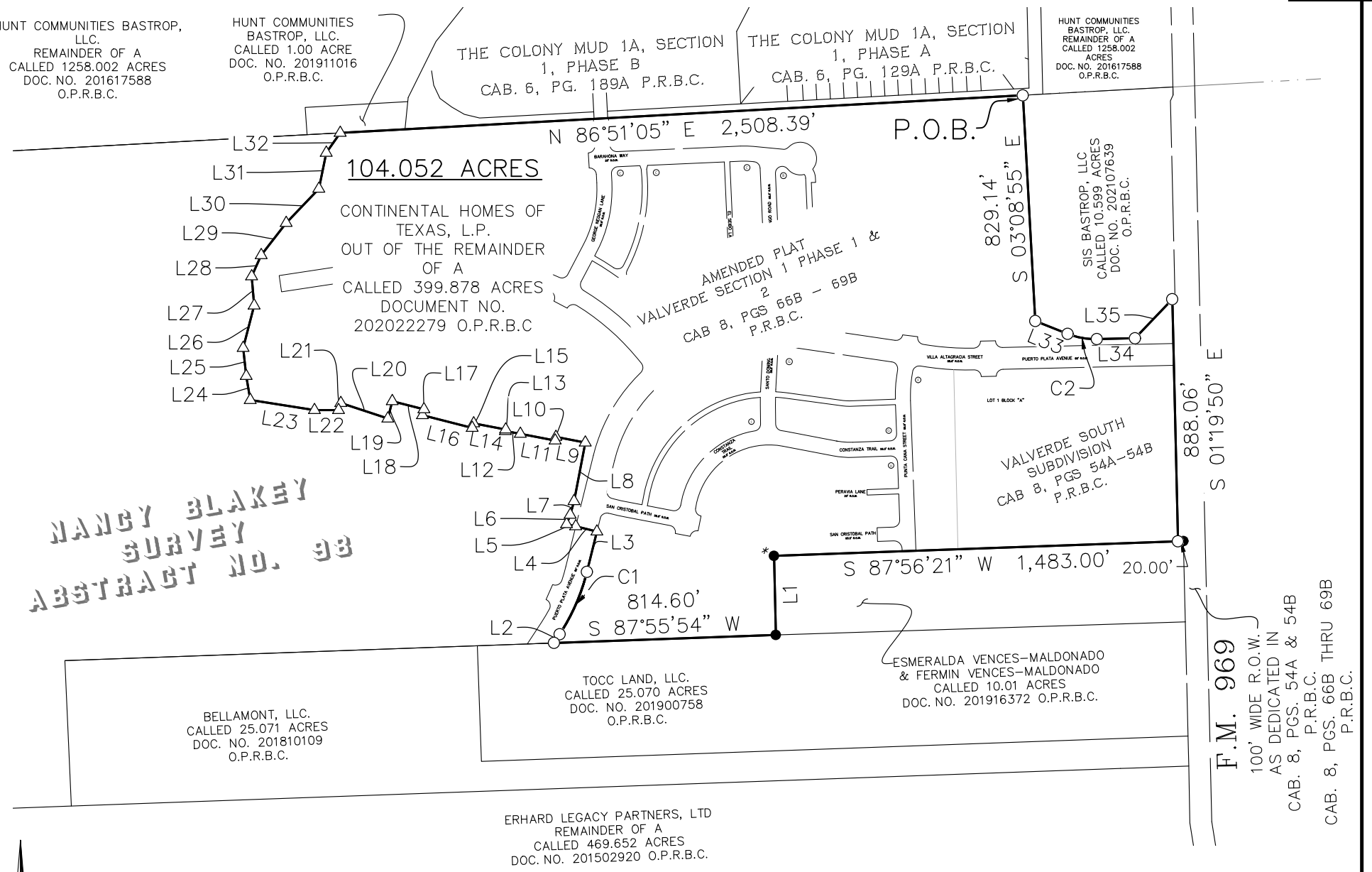


8/27/2024
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Date: August 27, 2024
Job No: 8732-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



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

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SCALE: 1"=500'

SHEET 6 OF 7

O:\00008225-01\SV\04_Finals\Drawings\8732-00 Improvement Area 1A_104.630_AC.dwg, 8/27/2024 10:06 AM, Tyler Sperry

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	N 33°20'50" E	38.04'
L3	N 13°55'08" E	152.24'
L4	N 76°04'52" W	80.00'
L5	N 76°44'36" W	34.40'
L6	N 20°55'17" E	36.54'
L7	N 15°39'08" E	52.19'
L8	N 10°53'55" E	218.86'
L9	N 79°05'37" W	109.72'
L10	S 11°42'54" W	13.50'
L11	N 79°11'39" W	130.00'
L12	N 79°21'54" W	55.50'
L13	N 06°21'30" E	5.81'
L14	N 79°11'39" W	119.45'
L15	S 18°01'49" W	17.35'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	N 75°40'25" W	188.50'
L17	N 14°19'35" E	22.28'
L18	N 75°40'25" W	120.00'
L19	S 14°19'35" W	65.69'
L20	N 71°43'22" W	181.60'
L21	S 18°16'38" W	27.25'
L22	N 90°00'00" W	88.16'
L23	N 81°06'35" W	238.54'
L24	N 09°33'10" W	89.33'
L25	N 06°16'41" W	103.52'
L26	N 14°35'31" E	160.75'
L27	N 04°59'40" W	107.39'
L28	N 24°20'55" E	85.38'
L29	N 37°48'33" E	149.36'
L30	N 43°42'09" E	173.56'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L31	N 11°34'46" E	134.65'
L32	N 35°04'52" E	89.31'
L33	S 68°24'20" E	127.74'
L34	N 88°43'07" E	140.03'
L35	N 43°41'39" E	197.90'

LEGEND

CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
* ●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2" IRON ROD W/CAP "CBD"
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.92'	740.00'	19°25'41"	N 23°37'59" E	249.72'
C2	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.

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TBPELS Licensed Surveying Firm No. 10194490

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SCALE: ~

SHEET 7

OF 7

O:\00008225-01\SV\04_Finals\Drawings\8732-00 Improvement Area 1A_104.630_AC.dwg, 8/27/2024 10:06 AM, Tyler Sperry

EXHIBIT 7. IMPROVEMENT AREA #2 LEGAL DESCRIPTION

DR Horton
Improvement Area 2
58.906 Acres
Job No. 8225-01

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 58.906 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING PARTIALLY OUT OF THE REMAINDER OF CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF VALVERDE SECTION 2, PHASE 4 AS RECORDED IN CABINET 10, PAGE 21-A AND A PORTION OF THE RIGHT-OF-WAY OF PUERTO PLATA AVENUE (R.O.W. ~ VARIES) AS SHOWN ON THE PLAT OF AMENDED PLAT OF VALVERDE SECTION 1, PHASE 1 & 2, AS RECORDED IN CABINET 8, PAGE 66-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 58.906 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a cap stamped “BGE INC” set on the north line of the remainder of a called 25.071 acre tract of land as conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, at the common corner of the remainder of said 399.878 acre tract and the aforementioned Valverde Section 2, Phase 4, for the southerly southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 02°04'06" W, coincident with the common line of the remainder of the 399.88 acre tract and Trinity Ranch Section 2, Phase 4, a distance of 238.28 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty-four (24) courses:

1) N 02°02'33" W, a distance of 247.47 feet to a calculated point for a re-entrant corner of the herein described tract;

2) S 76°12'49" W, a distance of 398.68 feet to a calculated point for a point of curvature of the herein described tract;

3) Curving to the right, with a radius of 1,170.00 feet, an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of S 82°01'53" W, and a chord distance of 237.19 feet to a calculated point for a point of tangency of the herein described tract;

4) S 87°50'56" W, a distance of 314.03 feet to a calculated point for a corner of the herein described tract;

5) N 02°09'04" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;

6) N 87°50'56" E, a distance of 2.06 feet to a calculated point for a re-entrant corner of the herein described tract;

7) N 03°08'55" W, a distance of 259.86 feet to a calculated point for an angle point of the herein described tract;

8) N 04°24'22" W, a distance of 45.01 feet to a calculated point for an angle point of the herein described tract;

9) N 07°35'18" W, a distance of 145.44 feet to a calculated point for a corner of the herein described tract;

10) N 86°51'05" E, a distance of 53.51 feet to a calculated point for a re-entrant corner of the herein described tract;

11) N 03°08'55" W, a distance of 250.00 feet to a calculated point for a corner of the herein described tract;

12) N 86°51'05" E, a distance of 9.99 feet to a calculated point for a re-entrant corner of the herein described tract;

13) N 03°08'55" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;

14) N 86°51'05" E, a distance of 11.27 feet to a calculated point for a re-entrant corner of the herein described tract;

15) N 03°08'55" W, a distance of 120.00 feet to a calculated point for the westerly northwest corner of the herein described tract;

16) N 86°51'05" E, a distance of 490.00 feet to a calculated point for a re-entrant corner of the herein described tract;

17) N 03°08'55" W, a distance of 2.80 feet to a calculated point for a corner of the herein described tract;

18) N 86°51'05" E, a distance of 50.00 feet to a calculated point for a corner of the herein described tract;

19) S 03°08'55" E, a distance of 18.00 feet to a calculated point for a re-entrant corner of the herein described tract;

20) N 86°51'05" E, a distance of 121.17 feet to a calculated point for a re-entrant corner of the herein described tract;

21) N 03°03'43" W, a distance of 93.72 feet to a calculated point for an angle point of the herein described tract;

22) N 29°13'19" E, a distance of 37.03 feet to a calculated point for an angle point of the herein described tract;

23) N 03°09'43" W, a distance of 71.30 feet to a calculated point for an angle point of the herein described tract;

24) N 03°12'19" W, a distance of 108.91 feet to 1/2-inch iron rod with a cap stamped “BGE INC” set on the common line of the remainder of the 399.878 acre tract and The Colony MUD 1B, Section 3 as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, for the northerly northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, said The Colony MUD 1B, Section 3, and The Colony MUD 1B, Section 1 as recorded in Cabinet 7, Page 85-A of the Plat Records of Bastrop County, Texas, a distance of 747.55 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the common corner of the remainder of the 399.878 ace tract and Valverde Section1, Phase 3 as recorded in Cabinet 9, Page 56-B of the Plat Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, departing said common, coincident with the common line of the remainder of the 399.878 acre tract, said Valverde Section 1, Phase 3, the Amended Plat Valverde Section 1, Phases 1 &2 as recorded in Cabinet 8, Page 66-B of the Plat Records of Bastrop County, Texas, and Valverde Amenity Center as recorded in Cabinet 8, Page 83-A of the Plat Records of Bastrop County, Texas, the following nine (9) courses:

1) S 35°04'52" W, a distance of 89.31 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

2) S 11°34'46" W, a distance of 134.65 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

3) S 43°42'09" W, a distance of 173.56 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

4) S 37°48'33" W, a distance of 149.36 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

5) S 24°20'55" W, a distance of 85.38 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

6) S 04°59'40" E, a distance of 107.39 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

7) S 14°35'31" W, a distance of 160.75 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

8) S 06°16'41" E, a distance of 103.52 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract

9) S 09°33'10" E, a distance of 89.33 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

THENCE, S 81°06'35" E, continuing coincident with said common, passing at a distance of 36.89 feet a 1/2-inch iron rod with a cap stamped “BGE INC” set at the northwest corner of the aforementioned Valverde Section 2, Phase 4, continuing coincident with the common line of said Valverde Section 2, Phase 4 and Valverde Amenity Center, a total distance of 238.54 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

THENCE, N 90°00'00" E, continuing coincident with said common line, a distance of 88.16 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

THENCE, N 18°16'38" E, continuing coincident with said common line, a distance of 27.25 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the common corner of Valverde Section 2, Phase 4 and the aforementioned Valverde Section 1, Phase 3, for a corner of the herein described tract;

THENCE, coincident with the common line of Valverde Section 2, Phase 4 and said Valverde Section 1, Phase 3, the following sixteen (16) courses:

1) S 71°43'22" E, a distance of 181.60 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

2) N 14°19'35" E, a distance of 65.69 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

3) S 75°40'25" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

4) S 14°19'35" W, a distance of 22.28 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

5) S 75°40'25" E, a distance of 189.08 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

6) N 14°14'48" E, a distance of 17.28 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

7) S 79°11'39" E, a distance of 120.46 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

8) S 10°48'21" W, a distance of 5.80 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

9) S 79°21'54" E, a distance of 55.50 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

10) S 79°11'39" E, a distance of 130.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

11) N 10°48'21" E, a distance of 13.49 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

12) S 79°05'37" E, a distance of 109.93 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

13) S 10°53'55" W, a distance of 218.86 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

14) S 15°39'08" W, a distance of 52.19 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

15) S 20°55'17" W, a distance of 36.54 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

16) S 76°44'36" E, a distance of 34.40 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set on the west line of the aforementioned Puerto Plata Avenue right-of-way, for an angle point of the herein described tract;

THENCE, S 76°04'52" E, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of said right-of-way and Lot 17, Block “M”, as shown on the aforementioned plat of Valverde Section 1, Phase 3, for an easterly corner of the herein described tract;

THENCE, coincident with the common line of said right-of-way and said Lot 17, the following three (3) courses:

1) S 13°55'08" W, a distance of 152.24 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a point of curvature of the herein described tract;

2) Curving to the right, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of S 23°37'59" W, and a chord distance of 249.72 feet a 1/2-inch iron rod with a cap stamped “BGE INC” set for a point of tangency of the herein described tract;

3) S 33°20'50" W, a distance of 38.04 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at the common corner of the remainder of a called 25.070 acre tract of land as conveyed unto IP-TX 2, LLC in Document Number 202213654, a called 0.8459 of one acre tract of land as conveyed unto the City of Bastrop, Texas, in Document Number 202313159, both of the Official Public Records of Bastrop County, Texas, for the common corner of Valverde Section 1, Phase 3, and the right-of-way of Puerto Plata Avenue, and the southeast of a corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of said right-of-way, Valverde Section 2, Phase 4, said 0.8459 of one acre tract, the remainder of said 25.070 acre tract and the aforementioned remainder of the 25.071 acre tract, a distance of 1,244.02 feet to the **POINT OF BEGINNING** and containing 58.906 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared under the direction of the undersigned in conjunction with this metes and bounds description.

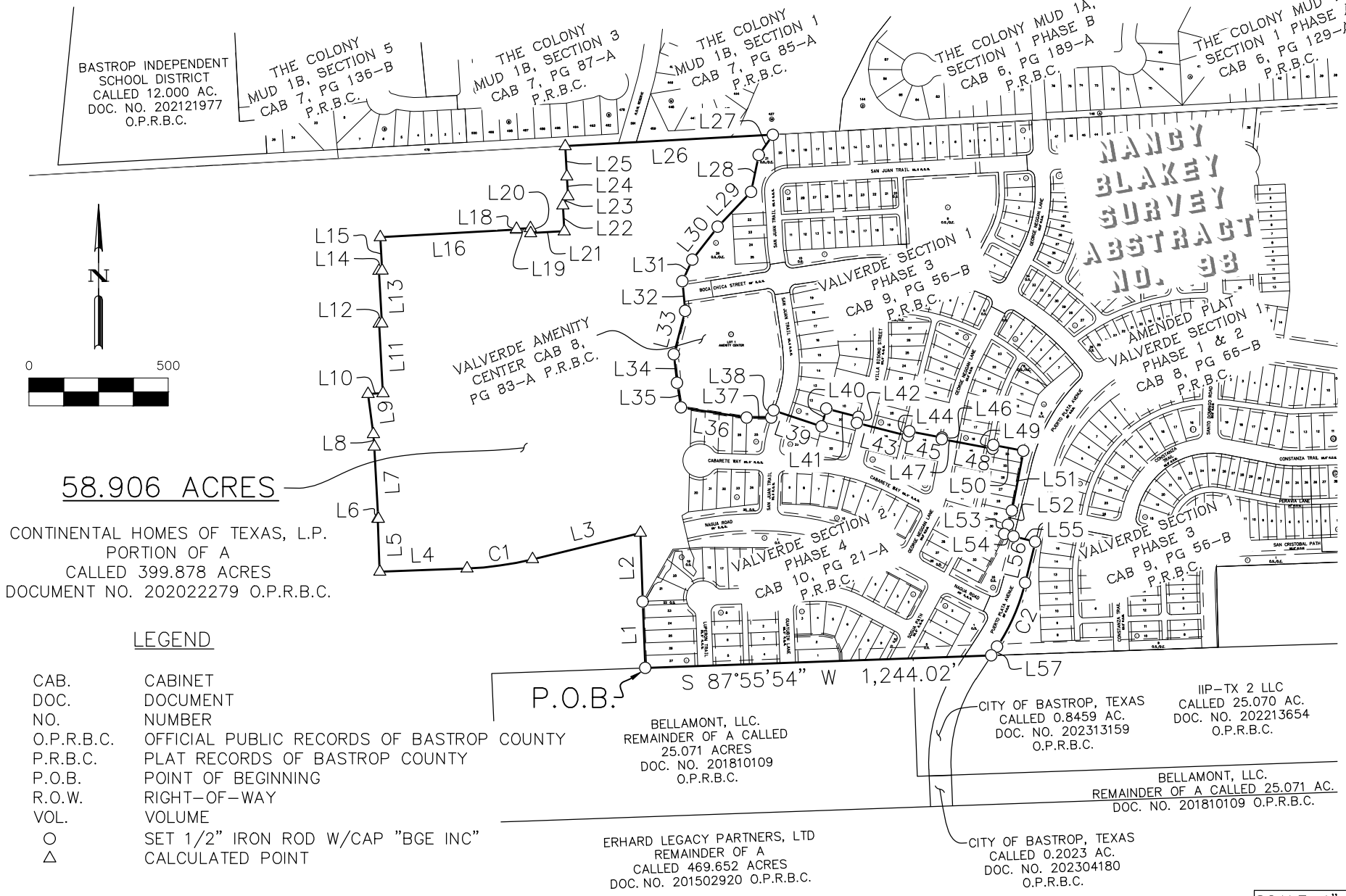


9/3/2026
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Date: September 3, 2026
Job No: 8225-01

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

CAB.	CABINET
DOC.	DOCUMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.

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SCALE: 1"=500'

SHEET 7 OF 8

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	237.60'	1,170.00'	11°38'07"	S 82°01'53" W	237.19'
C2	250.92'	740.00'	19°25'41"	S 23°37'59" W	249.72'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 02°04'06" W	238.28'
L2	N 02°02'33" W	247.47'
L3	S 76°12'49" W	398.68'
L4	S 87°50'56" W	314.03'
L5	N 02°09'04" W	190.00'
L6	N 87°50'56" E	2.06'
L7	N 03°08'55" W	259.86'
L8	N 04°24'22" W	45.01'
L9	N 07°35'18" W	145.44'
L10	N 86°51'05" E	53.51'
L11	N 03°08'55" W	250.00'
L12	N 86°51'05" E	9.99'
L13	N 03°08'55" W	190.00'
L14	N 86°51'05" E	11.27'
L15	N 03°08'55" W	120.00'
L16	N 86°51'05" E	490.00'
L18	N 03°08'55" W	2.80'
L19	N 86°51'05" E	50.00'
L20	S 03°08'55" E	18.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L21	N 86°51'05" E	121.17'
L22	N 03°03'43" W	93.72'
L23	N 29°13'19" E	37.03'
L24	N 03°09'43" W	71.30'
L25	N 03°12'19" W	108.91'
L26	N 86°51'05" E	747.55'
L27	S 35°04'52" W	89.31'
L28	S 11°34'46" W	134.65'
L29	S 43°42'09" W	173.56'
L30	S 37°48'33" W	149.36'
L31	S 24°20'55" W	85.38'
L32	S 04°59'40" E	107.39'
L33	S 14°35'31" W	160.75'
L34	S 06°16'41" E	103.52'
L35	S 09°33'10" E	89.33'
L36	S 81°06'35" E	238.54'
L37	N 90°00'00" E	88.16'
L38	N 18°16'38" E	27.25'
L39	S 71°43'22" E	181.60'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L40	N 14°19'35" E	65.69'
L41	S 75°40'25" E	120.00'
L42	S 14°19'35" W	22.28'
L43	S 75°40'28" E	189.08'
L44	N 14°14'34" E	17.28'
L45	S 79°11'39" E	120.46'
L46	S 10°48'21" W	5.63'
L47	S 79°11'39" E	55.50'
L48	S 79°11'39" E	130.00'
L49	N 10°48'21" E	13.49'
L50	S 79°05'37" E	109.93'
L51	S 10°53'55" W	218.86'
L52	S 15°39'08" W	52.19'
L53	S 20°55'17" W	36.54'
L54	S 76°44'36" E	34.40'
L55	S 76°04'52" E	80.00'
L56	S 13°55'08" W	152.24'
L57	S 33°20'50" W	38.04'

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TBPELS Licensed Surveying Firm No. 10106500

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SCALE: ~

SHEET 8

OF 8

O:\00008225-01\SV\04_Finals\Drawings\8732-00 Improvement Area 2_58.906_AC-DPA.dwg, 9/3/2026 4:02 PM, Dion Albertson

EXHIBIT 8. FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

DR Horton
Future Improvements Area
236.342 Acres
Job No. 8225-01

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 236.342 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING OUT OF THE REMAINDER OF CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 236.342 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north line of the remainder of a called 25.071 acre tract of land as conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, at the common corner of the remainder of said 399.878 acre tract and Valverde Section 2, Phase 4 as recorded in Cabinet 10, Pages 21-A of the Plat Records of Bastrop County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract, and said 25.071 acre tract, a distance of 551.57 feet to a calculated point at the northwest corner of the 25.071 acre tract, for a re-entrant corner of the remainder of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02°31'46" E, coincident with the common line of the remainder of the 399.878 acre tract and the 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for a south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87°52'50" W, coincident with the common line of the remainder of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 02°07'09" W, coincident with the common line of the remainder of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 feet a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the remainder of the 399.878 acre tract, said Lot 41 and on the south line of Lot 496, Block "C", as shown on the plat of The Colony MUD 1C, Section 6, as recorded in Cabinet 7, Page 199-B of the Plat Records of Bastrop County, Texas, for the northwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, the aforementioned Lot 496, Block "C", Lot 495, Block "C", as shown on the plat of The Colony MUD 1C, Section 4, as recorded in Cabinet 7, Page 137-B of the Plat Records of Bastrop County, Texas, Lot 490, Lot 491 Block "B" and Lot 492, Block "C", as shown on the plat of The Colony MUD 1C, Section 2, as recorded in Cabinet 7, Page 141-A of the Plat Records of Bastrop County, Texas, a called 1.025 acre tract of land as conveyed unto New Colony Residential Community, Inc. in Document Number 202300120 of the Official Public Records of Bastrop County, Texas, and Lot 478, Block "B", as shown on the plat of The Colony MUD 1B, Section 3, as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, a distance of 4,722.87 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty four (24) courses:

1) S 03°12'19" E, a distance of 108.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 03°09'43" E, a distance of 71.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 29°13'19" W, a distance of 37.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) S 03°03'43" E, a distance of 93.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

5) S 86°51'05" W, a distance of 121.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

6) N 03°08'55" W, a distance of 18.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

7) S 86°51'05" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

8) S 03°08'55" E, a distance of 2.80 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

9) S 86°51'05" W, a distance of 490.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

10) S 03°08'55" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

11) S 86°51'05" W, a distance of 11.27 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

12) S 03°08'55" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

13) S 86°51'05" W, a distance of 9.99 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

14) S 03°08'55" E, a distance of 250.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

15) S 86°51'05" W, a distance of 53.51 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

16) S 07°35'18" E, a distance of 145.44 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

17) S 04°24'22" E, a distance of 45.01 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

18) S 03°08'55" E, a distance of 259.86 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

19) S 87°50'56" W, a distance of 2.06 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

20) S 02°09'04" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a re-entrant corner of the herein described tract;

21) N 87°50'56" E, a distance of 314.03 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a point of curvature of the herein described tract;

22) Curving to the left, with a radius of 1,170.00 feet an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of N 82°01'53" E, and a chord distance of 237.19 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a point of tangency of the herein described tract;

23) N 76°12'49" E, a distance of 398.68 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for a corner of the herein described tract;

24) S 02°02'33" E, a distance of 247.47 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set at an angle point in the west line of the aforementioned Valverde Section 2, Phase 4, for an angle point in the east line of the remainder of the 399.878 acre tract, and the herein described tract; and

THENCE, S 02°04'06" E, coincident with the common line of the remainder of the 399.878 acre tract and said Valverde Section 2, Phase 4, a distance of 238.28 feet to the **POINT OF BEGINNING** and containing 236.342 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared under the direction of the undersigned in conjunction with this metes and bounds description.

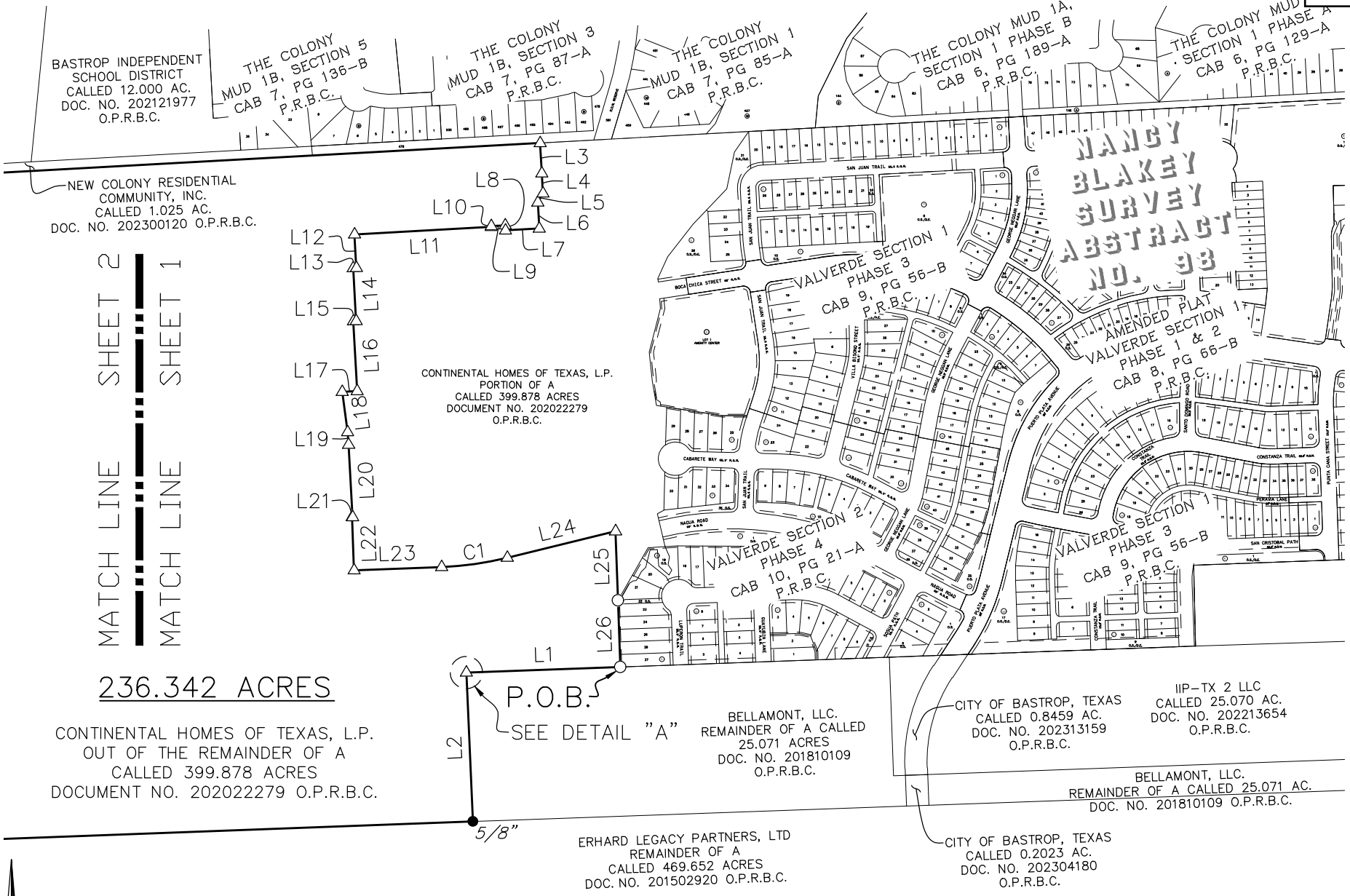


9/3/2026
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490

Date: September 3, 2026
Job No: 8225-01

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



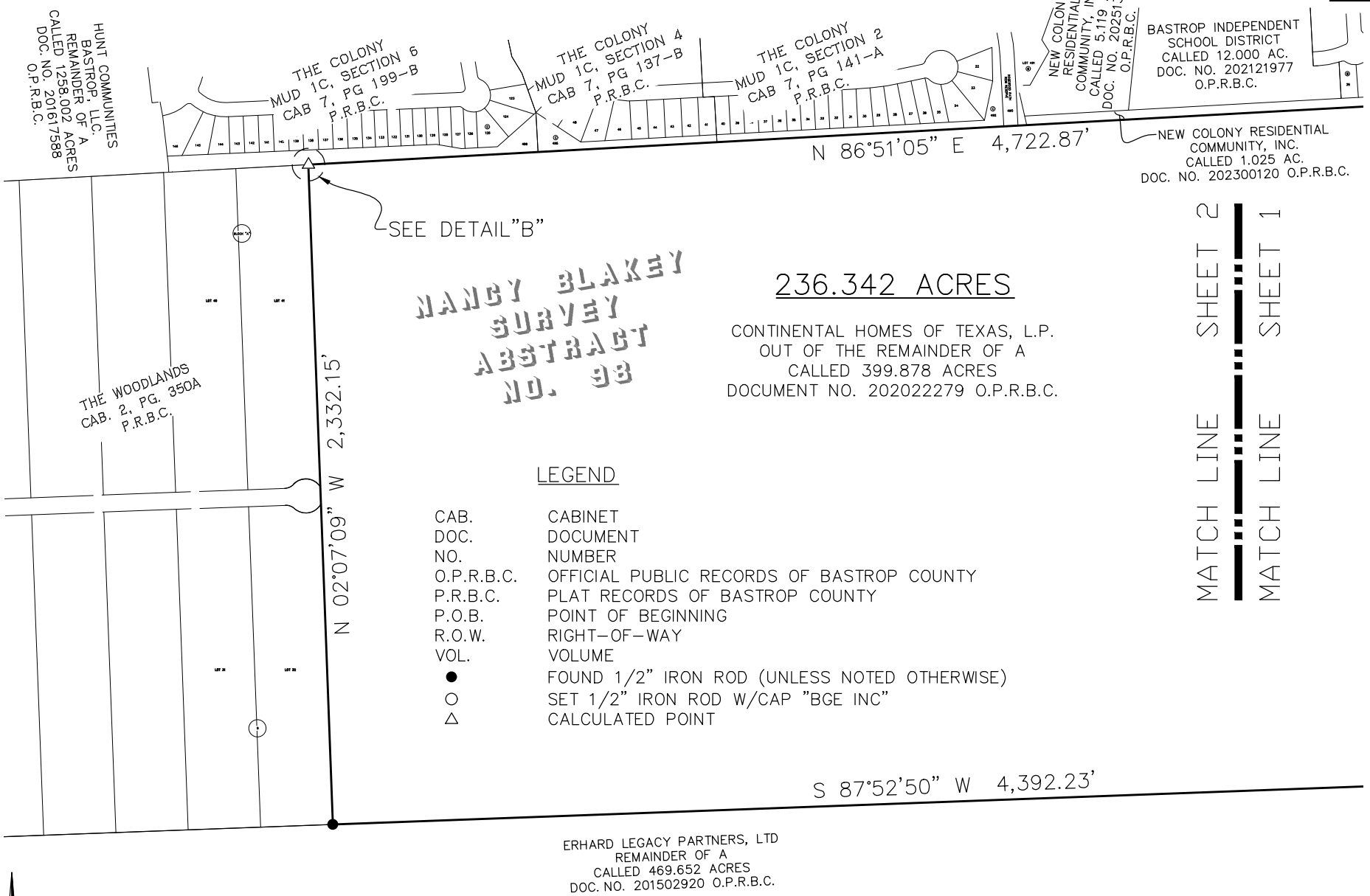
SCALE: 1"=500'

BGE, Inc.
7330 San Pedro Ave., Suite 301, San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

CAB.	CABINET
DOC.	DOCUMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT

N

0 500

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Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

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SCALE: 1"=500'

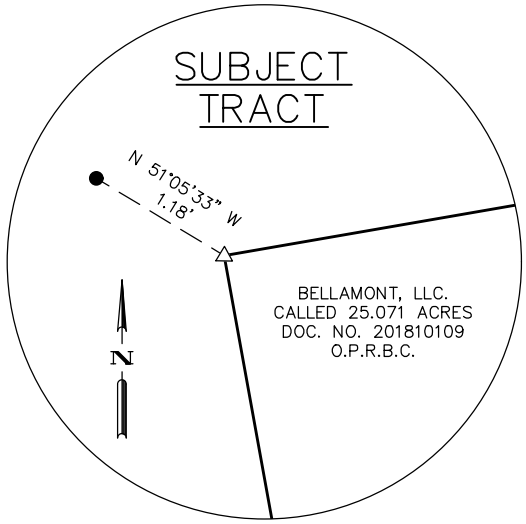
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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

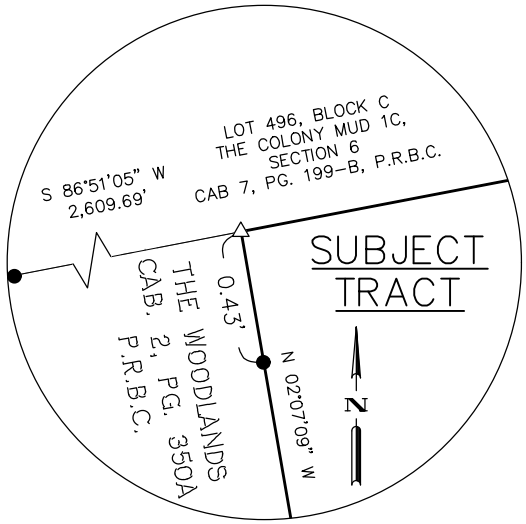
LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 87°55'54" W	551.57'
L2	S 02°31'46" E	533.70'
L3	S 03°12'19" E	108.91'
L4	S 03°09'43" E	71.30'
L5	S 29°13'19" W	37.03'
L6	S 03°03'43" E	93.72'
L7	S 86°51'05" W	121.17'
L8	N 03°08'55" W	18.00'
L9	S 86°51'05" W	50.00'
L10	S 03°08'55" E	2.80'
L11	S 86°51'05" W	490.00'
L12	S 03°08'55" E	120.00'
L13	S 86°51'05" W	11.27'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	S 03°08'55" E	190.00'
L15	S 86°51'05" W	9.99'
L16	S 03°08'55" E	250.00'
L17	S 86°51'05" W	53.51'
L18	S 07°35'18" E	145.44'
L19	S 04°24'22" E	45.01'
L20	S 03°08'55" E	259.86'
L21	S 87°50'56" W	2.06'
L22	S 02°09'04" E	190.00'
L23	N 87°50'56" E	314.03'
L24	N 76°12'49" E	398.68'
L25	S 02°02'33" E	247.47'
L26	S 02°04'06" E	238.28'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	237.60'	1,170.00'	11°38'07"	N 82°01'53" E	237.19'



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.

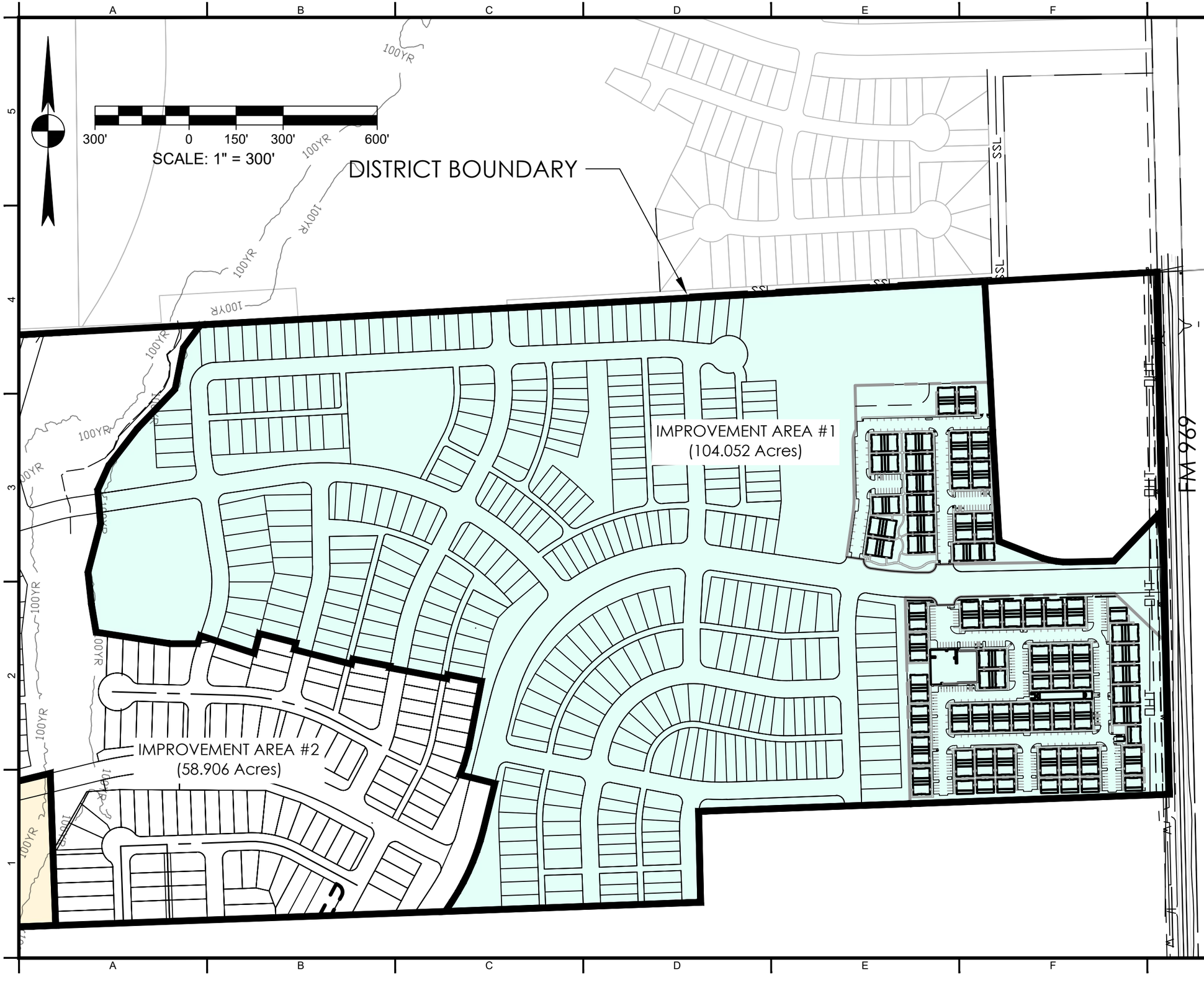
BGE, Inc.
7330 San Pedro Ave., Suite 301, San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

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SCALE: ~
SHEET 7
OF 7

O:\00008225-01\SV\04_Finals\Drawings\8732-00 Future Improvement Area_236.342_AC-R.dwg, 9/3/2026 3:44 PM, Dion Albertson

EXHIBIT 9. IMPROVEMENT AREA #1 IMPROVEMENT AREA LOT TYPES



I.A. #1	
	UNITS
MULTI-FAMILY	250
32' X 110' ALLEY/PASEO	153
43' X 110' ALLEY/PASEO	128
45' X 120' FRONT	53
50' X 120' FRONT	18
TOTAL	602

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TBPE Registration Number F-212
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IMPROVEMENT AREA #1 LAND PLAN

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 9

EXHIBIT 10. IMPROVEMENT AREA #2 IMPROVEMENT AREA TYPES

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300' 0 150' 300' 600'

SCALE: 1" = 300'

DISTRICT BOUNDARY

I.A. #2	
	UNITS
32' X 110' ALLEY/PASEO	0
43' X 110' ALLEY/PASEO	27
40' X 120' FRONT	37
45' X 120' PASEO	8
45' X 120' FRONT	36
50' X 120' FRONT	97
TOTAL	205

IMPROVEMENT AREA #1
(104.052 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

100YR

IMPROVEMENT AREA #2 LAND PLAN

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 10

EXHIBIT 11. ENGINEERS' OPINION OF PROBABLE COST

ENGINEERS PRELIMINARY OPINION
OF PROBABLE CONSTRUCTION COSTS
FOR PID FINANCING

PROJECT: Valverde Development

BASED ON: Preliminary Plan

	IMPROVEMENT AREA 1				IMPROVEMENT AREA 2				FUTURE					
Phase	**Streets**	**Water**	**Wastewater**	**Drainage**	**Streets**	**Water**	**Wastewater**	**Drainage**	**Streets**	**Water**	**Wastewater**	**Drainage**	**TOTAL**	**# LOTS**
PHASE 1	$ 2,894,670.75	$ 1,062,192.00	$ 561,530.75	$ 3,511,153.50									**$ 8,029,547.00**	-
PHASE 2	$ 1,723,434.25	$ 902,580.00	$ 689,072.25	$ 807,862.00									**$ 4,122,948.50**	174
PHASE 3	$ 2,019,471.25	$ 852,515.00	$ 829,234.75	$ 1,156,287.00									**$ 4,857,508.00**	178
PHASE 4					$ 1,970,571.35	$ 726,767.00	$ 770,517.00	$ 617,007.00					**$ 4,084,862.35**	95
PHASE 5					$ 1,537,606.74	$ 773,120.84	$ 592,593.75	$2,305,918.86					**$ 5,209,240.19**	110
PHASE 6									$ 1,736,512.81	$ 850,573.67	$ 778,238.50	$ 1,447,935.03	**$ 4,813,260.00**	115
PHASE 7									$ 2,166,309.45	$ 580,734.79	$ 533,087.34	$ 1,019,833.64	**$ 4,299,965.22**	77
PHASE 8a									$ 1,668,234.22	$ 548,668.95	$ 504,510.71	$ 978,936.99	**$ 3,700,350.86**	72
PHASE 8b									$ 2,172,106.28	$ 744,780.33	$ 678,800.16	$ 1,220,395.24	**$ 4,816,082.02**	103
PHASE 9									$ 810,336.64	$ 865,006.40	$ 787,947.32	$ 1,409,709.64	**$ 3,873,000.00**	120
PHASE 10									$ 1,156,338.58	$ 756,018.00	$ 693,118.52	$ 1,312,014.89	**$ 3,917,490.00**	101
PHASE 11a									$ 511,957.71	$ 546,938.45	$ 498,071.41	$ 888,782.43	**$ 2,445,750.00**	76
PHASE 11b									$ 480,682.00	$ 519,798.18	$ 471,324.54	$ 808,195.29	**$ 2,280,000.00**	74
PHASE 12									$ 1,628,987.16	$ 872,095.10	$ 797,826.19	$ 1,482,712.34	**$ 4,781,620.80**	118
PHASE 13									$ 1,728,308.70	$ 1,120,845.17	$ 1,024,999.48	$ 1,898,575.05	**$ 5,772,728.40**	152
PHASE 14													MF Units	250
TOTAL	**$ 6,637,576.25**	**$ 2,817,287.00**	**$ 2,079,837.75**	**$ 5,475,302.50**	**$ 3,508,178.09**	**$ 1,499,887.84**	**$ 1,363,110.75**	**$ 2,922,925.86**	**$ 14,059,773.55**	**$ 7,405,459.03**	**$ 6,767,924.18**	**$ 12,467,090.54**	**$ 67,004,353.34**	**1,815**

Notes:

Landscape and Street Lighting costs not included

Above cost estimate is preliminary and shall not be used for construction purposes

***Does not include dry utilites

EXHIBIT 12. OVERALL IMPROVEMENTS AREA MAP

LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA

DISTRICT BOUNDARY

IMPROVEMENT AREA #1
(104.052 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

100YR

FM 969

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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Austin, Texas 78748
(512) 910-3874
info@mahoneyeng.com
TBPE Registration Number F-212

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IMPROVEMENT AREA MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 12

EXHIBIT 13. OVERALL IMPROVEMENTS MAP: WASTEWATER

LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA
- WASTEWATER IMPROVEMENTS

IMPROVEMENT AREA #1
(104.052 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

100YR

FM 969

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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WASTEWATER IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 13

EXHIBIT 14. OVERALL IMPROVEMENT MAPS: DRAINAGE

LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA
- DRAINAGE IMPROVEMENTS

IMPROVEMENT AREA #1
(104.052 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

100YR

FM 969

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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DRAINAGE IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 14

EXHIBIT 15. OVERALL IMPROVEMENTS MAP: POTABLE WATER

LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA
- WATER IMPROVEMENTS

IMPROVEMENT AREA #1
(104.052 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

FM 969

100YR

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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WATER IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 15

EXHIBIT 16. OVERALL IMPROVEMENTS MAP: STREETS

LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- ROADWAY IMPROVEMENTS
- FUTURE IMPROVEMENT AREA

FUTURE IMPROVEMENT AREA
(236.342 Acres)

IMPROVEMENT AREA #2
(58.906 Acres)

IMPROVEMENT AREA #1
(104.052 Acres)

100YR

FM 969

600' 0 300' 600' 1200'

SCALE: 1" = 600'

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ROADWAY IMPROVEMENTS

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 16

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5

Improvement Area #2

- Lot Type 6
- Lot Type 7
- Lot Type 8
- Lot Type 9
- Lot Type 10
- Improvement Area #2 Initial Parcel

[Remainder of page left intentionally blank.]

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $18,017.69

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	282.43	964.89	90.09	99.90	1,437.31
2028	294.32	952.89	88.68	84.51	1,420.40
2029	307.70	940.38	87.20	86.20	1,421.49
2030	321.08	927.30	85.67	87.92	1,421.97
2031	334.46	913.66	84.06	89.68	1,421.86
2032	350.81	898.19	82.39	91.48	1,422.86
2033	367.16	881.96	80.63	93.31	1,423.06
2034	385.00	864.98	78.80	95.17	1,423.95
2035	402.84	847.18	76.87	97.07	1,423.96
2036	422.16	828.54	74.86	99.02	1,424.58
2037	445.95	805.85	72.75	101.00	1,425.54
2038	469.73	781.88	70.52	103.02	1,425.15
2039	496.49	756.64	68.17	105.08	1,426.37
2040	523.24	729.95	65.69	107.18	1,426.06
2041	552.97	701.83	63.07	109.32	1,427.19
2042	584.19	672.10	60.31	111.51	1,428.11
2043	616.89	640.70	57.39	113.74	1,428.72
2044	651.08	607.55	54.30	116.01	1,428.94
2045	686.76	572.55	51.05	118.33	1,428.69
2046	725.40	535.64	47.61	120.70	1,429.35
2047	768.51	494.83	43.99	123.11	1,430.44
2048	813.11	451.60	40.14	125.58	1,430.43
2049	862.16	405.87	36.08	128.09	1,432.19
2050	912.70	357.37	31.77	130.65	1,432.49
2051	966.22	306.03	27.20	133.26	1,432.71
2052	1,024.19	251.68	22.37	135.93	1,434.17
2053	1,083.65	194.07	17.25	138.65	1,433.62
2054	1,149.05	133.11	11.83	141.42	1,435.42
2055	1,217.43	68.48	6.09	144.25	1,436.25
Total	**$ 18,017.69**	**$ 18,487.71**	**$ 1,676.82**	**$ 3,231.07**	**$ 41,413.29**

Page 1

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $19,786.97

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	310.17	1,059.64	98.93	109.70	1,578.45
2028	323.23	1,046.46	97.38	92.81	1,559.88
2029	337.92	1,032.72	95.77	94.66	1,561.07
2030	352.61	1,018.36	94.08	96.56	1,561.61
2031	367.30	1,003.38	92.32	98.49	1,561.48
2032	385.26	986.39	90.48	100.46	1,562.58
2033	403.22	968.57	88.55	102.47	1,562.80
2034	422.81	949.92	86.54	104.52	1,563.78
2035	442.39	930.37	84.42	106.61	1,563.79
2036	463.62	909.90	82.21	108.74	1,564.47
2037	489.74	884.99	79.89	110.91	1,565.53
2038	515.86	858.66	77.44	113.13	1,565.09
2039	545.24	830.94	74.86	115.39	1,566.43
2040	574.62	801.63	72.14	117.70	1,566.09
2041	607.27	770.74	69.26	120.06	1,567.34
2042	641.55	738.10	66.23	122.46	1,568.34
2043	677.47	703.62	63.02	124.91	1,569.01
2044	715.01	667.20	59.63	127.41	1,569.26
2045	754.19	628.77	56.06	129.95	1,568.98
2046	796.64	588.23	52.29	132.55	1,569.71
2047	843.98	543.42	48.30	135.20	1,570.91
2048	892.95	495.95	44.08	137.91	1,570.89
2049	946.82	445.72	39.62	140.67	1,572.83
2050	1,002.33	392.46	34.89	143.48	1,573.15
2051	1,061.09	336.08	29.87	146.35	1,573.40
2052	1,124.76	276.39	24.57	149.28	1,575.00
2053	1,190.06	213.13	18.94	152.26	1,574.39
2054	1,261.89	146.19	12.99	155.31	1,576.37
2055	1,336.98	75.21	6.68	158.41	1,577.28
Total	**$ 19,786.97**	**$ 20,303.14**	**$ 1,841.47**	**$ 3,548.35**	**$ 45,479.92**

Page 1

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: $22,682.34

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	355.55	1,214.70	113.41	125.76	1,809.42
2028	370.52	1,199.59	111.63	106.39	1,788.13
2029	387.36	1,183.84	109.78	108.52	1,789.50
2030	404.21	1,167.38	107.84	110.69	1,790.11
2031	421.05	1,150.20	105.82	112.90	1,789.97
2032	441.63	1,130.72	103.72	115.16	1,791.23
2033	462.22	1,110.30	101.51	117.46	1,791.49
2034	484.67	1,088.92	99.20	119.81	1,792.60
2035	507.13	1,066.50	96.78	122.21	1,792.62
2036	531.46	1,043.05	94.24	124.65	1,793.40
2037	561.40	1,014.48	91.58	127.14	1,794.61
2038	591.34	984.31	88.78	129.69	1,794.11
2039	625.02	952.52	85.82	132.28	1,795.65
2040	658.71	918.93	82.69	134.93	1,795.26
2041	696.13	883.52	79.40	137.62	1,796.68
2042	735.43	846.11	75.92	140.38	1,797.83
2043	776.60	806.58	72.24	143.18	1,798.60
2044	819.64	764.83	68.36	146.05	1,798.88
2045	864.55	720.78	64.26	148.97	1,798.56
2046	913.21	674.31	59.94	151.95	1,799.40
2047	967.48	622.94	55.37	154.99	1,800.78
2048	1,023.62	568.52	50.54	158.09	1,800.76
2049	1,085.37	510.94	45.42	161.25	1,802.98
2050	1,148.99	449.89	39.99	164.47	1,803.35
2051	1,216.36	385.26	34.25	167.76	1,803.63
2052	1,289.34	316.84	28.16	171.12	1,805.46
2053	1,364.20	244.31	21.72	174.54	1,804.77
2054	1,446.54	167.58	14.90	178.03	1,807.04
2055	1,532.62	86.21	7.66	181.59	1,808.08
Total	**$ 22,682.34**	**$ 23,274.05**	**$ 2,110.93**	**$ 4,067.57**	**$ 52,134.89**

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 4 PRINCIPAL ASSESSMENT: $23,744.10

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 4

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	372.20	1,271.56	118.72	131.64	1,894.12
2028	387.87	1,255.74	116.86	111.37	1,871.83
2029	405.50	1,239.25	114.92	113.60	1,873.27
2030	423.13	1,222.02	112.89	115.87	1,873.91
2031	440.76	1,204.04	110.78	118.18	1,873.76
2032	462.31	1,183.65	108.57	120.55	1,875.08
2033	483.85	1,162.27	106.26	122.96	1,875.35
2034	507.36	1,139.89	103.84	125.42	1,876.51
2035	530.87	1,116.43	101.31	127.93	1,876.53
2036	556.33	1,091.87	98.65	130.49	1,877.34
2037	587.68	1,061.97	95.87	133.10	1,878.61
2038	619.02	1,030.38	92.93	135.76	1,878.09
2039	654.28	997.11	89.84	138.47	1,879.70
2040	689.54	961.94	86.56	141.24	1,879.29
2041	728.72	924.88	83.12	144.07	1,880.78
2042	769.86	885.71	79.47	146.95	1,881.99
2043	812.95	844.33	75.62	149.89	1,882.80
2044	858.01	800.64	71.56	152.88	1,883.09
2045	905.02	754.52	67.27	155.94	1,882.75
2046	955.95	705.87	62.74	159.06	1,883.63
2047	1,012.76	652.10	57.96	162.24	1,885.07
2048	1,071.53	595.13	52.90	165.49	1,885.05
2049	1,136.18	534.86	47.54	168.80	1,887.37
2050	1,202.78	470.95	41.86	172.17	1,887.76
2051	1,273.30	403.29	35.85	175.62	1,888.06
2052	1,349.70	331.67	29.48	179.13	1,889.98
2053	1,428.05	255.75	22.73	182.71	1,889.25
2054	1,514.25	175.42	15.59	186.37	1,891.63
2055	1,604.36	90.25	8.02	190.09	1,892.72
Total	**$ 23,744.10**	**$ 24,363.51**	**$ 2,209.74**	**$ 4,257.97**	**$ 54,575.32**

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 5 PRINCIPAL ASSESSMENT: $23,744.10

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 5

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	372.20	1,271.56	118.72	131.64	1,894.12
2028	387.87	1,255.74	116.86	111.37	1,871.83
2029	405.50	1,239.25	114.92	113.60	1,873.27
2030	423.13	1,222.02	112.89	115.87	1,873.91
2031	440.76	1,204.04	110.78	118.18	1,873.76
2032	462.31	1,183.65	108.57	120.55	1,875.08
2033	483.85	1,162.27	106.26	122.96	1,875.35
2034	507.36	1,139.89	103.84	125.42	1,876.51
2035	530.87	1,116.43	101.31	127.93	1,876.53
2036	556.33	1,091.87	98.65	130.49	1,877.34
2037	587.68	1,061.97	95.87	133.10	1,878.61
2038	619.02	1,030.38	92.93	135.76	1,878.09
2039	654.28	997.11	89.84	138.47	1,879.70
2040	689.54	961.94	86.56	141.24	1,879.29
2041	728.72	924.88	83.12	144.07	1,880.78
2042	769.86	885.71	79.47	146.95	1,881.99
2043	812.95	844.33	75.62	149.89	1,882.80
2044	858.01	800.64	71.56	152.88	1,883.09
2045	905.02	754.52	67.27	155.94	1,882.75
2046	955.95	705.87	62.74	159.06	1,883.63
2047	1,012.76	652.10	57.96	162.24	1,885.07
2048	1,071.53	595.13	52.90	165.49	1,885.05
2049	1,136.18	534.86	47.54	168.80	1,887.37
2050	1,202.78	470.95	41.86	172.17	1,887.76
2051	1,273.30	403.29	35.85	175.62	1,888.06
2052	1,349.70	331.67	29.48	179.13	1,889.98
2053	1,428.05	255.75	22.73	182.71	1,889.25
2054	1,514.25	175.42	15.59	186.37	1,891.63
2055	1,604.36	90.25	8.02	190.09	1,892.72
Total	**$ 23,744.10**	**$ 24,363.51**	**$ 2,209.74**	**$ 4,257.97**	**$ 54,575.32**

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: $18,024.21

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 6

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 218.14	$ 1,126.51	$ 190.83	$ 1,535.49
2028	$ 231.78	$ 1,112.88	$ 194.65	$ 1,539.31
2029	$ 246.26	$ 1,098.39	$ 198.54	$ 1,543.20
2030	$ 261.66	$ 1,083.00	$ 202.51	$ 1,547.17
2031	$ 278.01	$ 1,066.65	$ 206.56	$ 1,551.22
2032	$ 295.38	$ 1,049.27	$ 210.70	$ 1,555.35
2033	$ 313.85	$ 1,030.81	$ 214.91	$ 1,559.57
2034	$ 333.46	$ 1,011.20	$ 219.21	$ 1,563.87
2035	$ 354.30	$ 990.35	$ 223.59	$ 1,568.25
2036	$ 376.45	$ 968.21	$ 228.06	$ 1,572.72
2037	$ 399.98	$ 944.68	$ 232.62	$ 1,577.28
2038	$ 424.97	$ 919.68	$ 237.28	$ 1,581.93
2039	$ 451.53	$ 893.12	$ 242.02	$ 1,586.68
2040	$ 479.76	$ 864.90	$ 246.86	$ 1,591.52
2041	$ 509.74	$ 834.92	$ 251.80	$ 1,596.46
2042	$ 541.60	$ 803.06	$ 256.84	$ 1,601.49
2043	$ 575.45	$ 769.21	$ 261.97	$ 1,606.63
2044	$ 611.41	$ 733.24	$ 267.21	$ 1,611.87
2045	$ 649.63	$ 695.03	$ 272.56	$ 1,617.21
2046	$ 690.23	$ 654.43	$ 278.01	$ 1,622.67
2047	$ 733.37	$ 611.29	$ 283.57	$ 1,628.23
2048	$ 779.20	$ 565.45	$ 289.24	$ 1,633.90
2049	$ 827.90	$ 516.75	$ 295.02	$ 1,639.68
2050	$ 879.65	$ 465.01	$ 300.93	$ 1,645.58
2051	$ 934.63	$ 410.03	$ 306.94	$ 1,651.60
2052	$ 993.04	$ 351.62	$ 313.08	$ 1,657.74
2053	$ 1,055.11	$ 289.55	$ 319.34	$ 1,664.00
2054	$ 1,121.05	$ 223.61	$ 325.73	$ 1,670.39
2055	$ 1,191.12	$ 153.54	$ 332.25	$ 1,676.90
2056	$ 1,265.56	$ 79.10	$ 338.89	$ 1,683.55
Total	**$ 18,024.21**	**$ 22,315.51**	**$ 7,741.74**	**$ 48,081.47**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 7 PRINCIPAL ASSESSMENT: $18,223.90

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 7

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 220.56	$ 1,138.99	$ 192.95	$ 1,552.50
2028	$ 234.35	$ 1,125.21	$ 196.81	$ 1,556.36
2029	$ 248.99	$ 1,110.56	$ 200.74	$ 1,560.30
2030	$ 264.55	$ 1,095.00	$ 204.76	$ 1,564.31
2031	$ 281.09	$ 1,078.47	$ 208.85	$ 1,568.41
2032	$ 298.66	$ 1,060.90	$ 213.03	$ 1,572.58
2033	$ 317.32	$ 1,042.23	$ 217.29	$ 1,576.85
2034	$ 337.16	$ 1,022.40	$ 221.64	$ 1,581.19
2035	$ 358.23	$ 1,001.33	$ 226.07	$ 1,585.62
2036	$ 380.62	$ 978.94	$ 230.59	$ 1,590.15
2037	$ 404.41	$ 955.15	$ 235.20	$ 1,594.76
2038	$ 429.68	$ 929.87	$ 239.91	$ 1,599.46
2039	$ 456.54	$ 903.02	$ 244.70	$ 1,604.26
2040	$ 485.07	$ 874.48	$ 249.60	$ 1,609.15
2041	$ 515.39	$ 844.17	$ 254.59	$ 1,614.15
2042	$ 547.60	$ 811.96	$ 259.68	$ 1,619.24
2043	$ 581.82	$ 777.73	$ 264.88	$ 1,624.43
2044	$ 618.19	$ 741.37	$ 270.17	$ 1,629.73
2045	$ 656.82	$ 702.73	$ 275.58	$ 1,635.13
2046	$ 697.88	$ 661.68	$ 281.09	$ 1,640.64
2047	$ 741.49	$ 618.06	$ 286.71	$ 1,646.26
2048	$ 787.84	$ 571.72	$ 292.44	$ 1,652.00
2049	$ 837.08	$ 522.48	$ 298.29	$ 1,657.85
2050	$ 889.39	$ 470.16	$ 304.26	$ 1,663.81
2051	$ 944.98	$ 414.57	$ 310.34	$ 1,669.90
2052	$ 1,004.04	$ 355.51	$ 316.55	$ 1,676.11
2053	$ 1,066.79	$ 292.76	$ 322.88	$ 1,682.44
2054	$ 1,133.47	$ 226.09	$ 329.34	$ 1,688.89
2055	$ 1,204.31	$ 155.24	$ 335.93	$ 1,695.48
2056	$ 1,279.58	$ 79.97	$ 342.64	$ 1,702.20
Total	**$ 18,223.90**	**$ 22,562.74**	**$ 7,827.51**	**$ 48,614.16**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 8 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 8 PRINCIPAL ASSESSMENT: $18,223.90

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 8

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 220.56	$ 1,138.99	$ 192.95	$ 1,552.50
2028	$ 234.35	$ 1,125.21	$ 196.81	$ 1,556.36
2029	$ 248.99	$ 1,110.56	$ 200.74	$ 1,560.30
2030	$ 264.55	$ 1,095.00	$ 204.76	$ 1,564.31
2031	$ 281.09	$ 1,078.47	$ 208.85	$ 1,568.41
2032	$ 298.66	$ 1,060.90	$ 213.03	$ 1,572.58
2033	$ 317.32	$ 1,042.23	$ 217.29	$ 1,576.85
2034	$ 337.16	$ 1,022.40	$ 221.64	$ 1,581.19
2035	$ 358.23	$ 1,001.33	$ 226.07	$ 1,585.62
2036	$ 380.62	$ 978.94	$ 230.59	$ 1,590.15
2037	$ 404.41	$ 955.15	$ 235.20	$ 1,594.76
2038	$ 429.68	$ 929.87	$ 239.91	$ 1,599.46
2039	$ 456.54	$ 903.02	$ 244.70	$ 1,604.26
2040	$ 485.07	$ 874.48	$ 249.60	$ 1,609.15
2041	$ 515.39	$ 844.17	$ 254.59	$ 1,614.15
2042	$ 547.60	$ 811.96	$ 259.68	$ 1,619.24
2043	$ 581.82	$ 777.73	$ 264.88	$ 1,624.43
2044	$ 618.19	$ 741.37	$ 270.17	$ 1,629.73
2045	$ 656.82	$ 702.73	$ 275.58	$ 1,635.13
2046	$ 697.88	$ 661.68	$ 281.09	$ 1,640.64
2047	$ 741.49	$ 618.06	$ 286.71	$ 1,646.26
2048	$ 787.84	$ 571.72	$ 292.44	$ 1,652.00
2049	$ 837.08	$ 522.48	$ 298.29	$ 1,657.85
2050	$ 889.39	$ 470.16	$ 304.26	$ 1,663.81
2051	$ 944.98	$ 414.57	$ 310.34	$ 1,669.90
2052	$ 1,004.04	$ 355.51	$ 316.55	$ 1,676.11
2053	$ 1,066.79	$ 292.76	$ 322.88	$ 1,682.44
2054	$ 1,133.47	$ 226.09	$ 329.34	$ 1,688.89
2055	$ 1,204.31	$ 155.24	$ 335.93	$ 1,695.48
2056	$ 1,279.58	$ 79.97	$ 342.64	$ 1,702.20
Total	**$ 18,223.90**	**$ 22,562.74**	**$ 7,827.51**	**$ 48,614.16**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 9 PRINCIPAL ASSESSMENT: $18,596.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 9

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 225.06	$ 1,162.25	$ 196.89	$ 1,584.20
2028	$ 239.13	$ 1,148.18	$ 200.82	$ 1,588.14
2029	$ 254.08	$ 1,133.24	$ 204.84	$ 1,592.16
2030	$ 269.96	$ 1,117.36	$ 208.94	$ 1,596.25
2031	$ 286.83	$ 1,100.49	$ 213.12	$ 1,600.43
2032	$ 304.76	$ 1,082.56	$ 217.38	$ 1,604.69
2033	$ 323.80	$ 1,063.51	$ 221.73	$ 1,609.04
2034	$ 344.04	$ 1,043.27	$ 226.16	$ 1,613.48
2035	$ 365.54	$ 1,021.77	$ 230.68	$ 1,618.00
2036	$ 388.39	$ 998.92	$ 235.30	$ 1,622.61
2037	$ 412.66	$ 974.65	$ 240.00	$ 1,627.32
2038	$ 438.45	$ 948.86	$ 244.80	$ 1,632.12
2039	$ 465.86	$ 921.46	$ 249.70	$ 1,637.01
2040	$ 494.97	$ 892.34	$ 254.69	$ 1,642.01
2041	$ 525.91	$ 861.40	$ 259.79	$ 1,647.10
2042	$ 558.78	$ 828.53	$ 264.98	$ 1,652.30
2043	$ 593.70	$ 793.61	$ 270.28	$ 1,657.60
2044	$ 630.81	$ 756.50	$ 275.69	$ 1,663.00
2045	$ 670.24	$ 717.08	$ 281.20	$ 1,668.52
2046	$ 712.13	$ 675.19	$ 286.83	$ 1,674.14
2047	$ 756.63	$ 630.68	$ 292.56	$ 1,679.88
2048	$ 803.92	$ 583.39	$ 298.42	$ 1,685.73
2049	$ 854.17	$ 533.15	$ 304.38	$ 1,691.70
2050	$ 907.55	$ 479.76	$ 310.47	$ 1,697.79
2051	$ 964.28	$ 423.04	$ 316.68	$ 1,703.99
2052	$ 1,024.54	$ 362.77	$ 323.01	$ 1,710.33
2053	$ 1,088.58	$ 298.74	$ 329.47	$ 1,716.79
2054	$ 1,156.61	$ 230.70	$ 336.06	$ 1,723.38
2055	$ 1,228.90	$ 158.41	$ 342.79	$ 1,730.10
2056	$ 1,305.71	$ 81.61	$ 349.64	$ 1,736.96
Total	**$ 18,596.00**	**$ 23,023.43**	**$ 7,987.34**	**$ 49,606.76**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs,

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 10 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 10 PRINCIPAL ASSESSMENT: $18,596.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 10

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 225.06	$ 1,162.25	$ 196.89	$ 1,584.20
2028	$ 239.13	$ 1,148.18	$ 200.82	$ 1,588.14
2029	$ 254.08	$ 1,133.24	$ 204.84	$ 1,592.16
2030	$ 269.96	$ 1,117.36	$ 208.94	$ 1,596.25
2031	$ 286.83	$ 1,100.49	$ 213.12	$ 1,600.43
2032	$ 304.76	$ 1,082.56	$ 217.38	$ 1,604.69
2033	$ 323.80	$ 1,063.51	$ 221.73	$ 1,609.04
2034	$ 344.04	$ 1,043.27	$ 226.16	$ 1,613.48
2035	$ 365.54	$ 1,021.77	$ 230.68	$ 1,618.00
2036	$ 388.39	$ 998.92	$ 235.30	$ 1,622.61
2037	$ 412.66	$ 974.65	$ 240.00	$ 1,627.32
2038	$ 438.45	$ 948.86	$ 244.80	$ 1,632.12
2039	$ 465.86	$ 921.46	$ 249.70	$ 1,637.01
2040	$ 494.97	$ 892.34	$ 254.69	$ 1,642.01
2041	$ 525.91	$ 861.40	$ 259.79	$ 1,647.10
2042	$ 558.78	$ 828.53	$ 264.98	$ 1,652.30
2043	$ 593.70	$ 793.61	$ 270.28	$ 1,657.60
2044	$ 630.81	$ 756.50	$ 275.69	$ 1,663.00
2045	$ 670.24	$ 717.08	$ 281.20	$ 1,668.52
2046	$ 712.13	$ 675.19	$ 286.83	$ 1,674.14
2047	$ 756.63	$ 630.68	$ 292.56	$ 1,679.88
2048	$ 803.92	$ 583.39	$ 298.42	$ 1,685.73
2049	$ 854.17	$ 533.15	$ 304.38	$ 1,691.70
2050	$ 907.55	$ 479.76	$ 310.47	$ 1,697.79
2051	$ 964.28	$ 423.04	$ 316.68	$ 1,703.99
2052	$ 1,024.54	$ 362.77	$ 323.01	$ 1,710.33
2053	$ 1,088.58	$ 298.74	$ 329.47	$ 1,716.79
2054	$ 1,156.61	$ 230.70	$ 336.06	$ 1,723.38
2055	$ 1,228.90	$ 158.41	$ 342.79	$ 1,730.10
2056	$ 1,305.71	$ 81.61	$ 349.64	$ 1,736.96
Total	**$ 18,596.00**	**$ 23,023.43**	**$ 7,987.34**	**$ 49,606.76**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs,

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

10) under a court order or foreclosure sale;
11) by a trustee in bankruptcy;
12) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
13) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
14) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
15) from one co-owner to another co-owner of an undivided interest in the real property;
16) to a spouse or a person in the lineal line of consanguinity of the seller;
17) to or from a governmental entity; or
18) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT: $3,778,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bastrop, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Valverde Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bastrop.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

_____

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bastrop County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 45,725	$ 236,125	$ 40,000	$ 321,850
2028	$ 48,582	$ 233,267	$ 40,800	$ 322,650
2029	$ 51,619	$ 230,231	$ 41,616	$ 323,466
2030	$ 54,845	$ 227,005	$ 42,448	$ 324,298
2031	$ 58,273	$ 223,577	$ 43,297	$ 325,147
2032	$ 61,915	$ 219,935	$ 44,163	$ 326,013
2033	$ 65,784	$ 216,065	$ 45,046	$ 326,896
2034	$ 69,896	$ 211,954	$ 45,947	$ 327,797
2035	$ 74,264	$ 207,585	$ 46,866	$ 328,716
2036	$ 78,906	$ 202,944	$ 47,804	$ 329,653
2037	$ 83,838	$ 198,012	$ 48,760	$ 330,609
2038	$ 89,077	$ 192,772	$ 49,735	$ 331,584
2039	$ 94,645	$ 187,205	$ 50,730	$ 332,579
2040	$ 100,560	$ 181,290	$ 51,744	$ 333,594
2041	$ 106,845	$ 175,004	$ 52,779	$ 334,629
2042	$ 113,523	$ 168,327	$ 53,835	$ 335,684
2043	$ 120,618	$ 161,232	$ 54,911	$ 336,761
2044	$ 128,157	$ 153,693	$ 56,010	$ 337,859
2045	$ 136,166	$ 145,683	$ 57,130	$ 338,979
2046	$ 144,677	$ 137,173	$ 58,272	$ 340,122
2047	$ 153,719	$ 128,130	$ 59,438	$ 341,287
2048	$ 163,327	$ 118,523	$ 60,627	$ 342,476
2049	$ 173,534	$ 108,315	$ 61,839	$ 343,689
2050	$ 184,380	$ 97,469	$ 63,076	$ 344,925
2051	$ 195,904	$ 85,945	$ 64,337	$ 346,187
2052	$ 208,148	$ 73,701	$ 65,624	$ 347,474
2053	$ 221,157	$ 60,692	$ 66,937	$ 348,786
2054	$ 234,980	$ 46,870	$ 68,275	$ 350,125
2055	$ 249,666	$ 32,184	$ 69,641	$ 351,490
2056	$ 265,270	$ 16,579	$ 71,034	$ 352,883
Total	**$ 3,778,000**	**$ 4,677,486**	**$ 1,622,723**	**$ 10,078,209**

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Consider and act on the second reading of Ordinance No. 2026-43, approving an amendment to the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Judy Sandroussi, Finance Director and George Martinez, Fleet and Facilities Director

BACKGROUND/HISTORY:

The City Council adopted the FY2027 budget on September 8, 2026. Exhibit A to Ordinance No. 2026-43 outlines each proposed budget amendment for FY2027 in detail.

According to the Financial Management Policy, budgetary control is maintained at the department level for all Funds exceeding $25,000. Any interdepartmental transfer over $25,000 requires City Council approval.

The City Charter also stipulates that all budget amendments must be enacted by Ordinance.

FISCAL IMPACT:
See Exhibit A Fiscal Year 2027 Operating and Capital Budget Amendment detail and Exhibit B Ordinance. Exhibit A identifies the account that will provide the funding for the specified transaction.

RECOMMENDATION:
Judy Sandroussi, Finance Director recommends approval of the second reading of Ordinance No. 2026-43 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

ATTACHMENTS:

1. Exhibit A – Fiscal Year 2027 Operating and Capital Budget Amendment detail
2. Exhibit B – Ordinance No. 2026-43 Adopting the FY2027 Budget Amendment

ORDINANCE NO. 2026-43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2027 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2027; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2027, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2027.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 27th day of October 2026.

READ and ADOPTED on Second Reading on the 3rd day of November 2026.

[Signature Page to Follow]

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

Exhibit A

City of Bastrop
FY2027 Operating and Capital Budget Amendments
Ordinance No. 2026-43

Amendment #1 - Capital Vehicle and Equipment Purchase

Consideration of a budget adjustment to appropriate funds for the acquisition of six vehicles and one backhoe, for a total of $443,607, utilizing available Fund Balance in the Vehicle and Equipment Replacement Fund (VERF). The VERF's unaudited Fund Balance as of October 2026 is $7,193,765.

	General Ledger #	GL Description	Increase (Decrease)
Increase	380-00-00-6030	Capital Outlay (VERF)	$ 293,326
Increase	380-00-00-6010	Equipment (VERF)	$ 150,281

Detail:

$ 187,770 **Water/Wastewater Department -**
Four 2027 1/2-ton 4x4 crew cab pickups.
To replace 2018 pickups that have extensive wear and maintenance needs.

$ 58,402 **Water/Wastewater Department -**
One 2027 3/4-ton 4x4 crew cab pickup with a service body.
To replace a 2017 service body pickup that has extensive ware and maintenance needs.

$ 47,155 **Streets and Drainage Department -**
One 2027 3/4-ton 4x4 crew cab short bed.
To replace a 2012 pickup that is in the auction pool due to being beyond repair.

$ 293,326 Total

$ 150,281 **Water/Wastewater Department -**
One 2027 John Deere 320P Backhoe.
To replace a 2015 backhoe that is beyond repair.

$ 150,281 Total

$ 443,607 Grand Total

STAFF REPORT

MEETING DATE: November 3, 2026 **AGENDA ITEM**:

TITLE:
Consider Action to approve the second reading of Ordinance No. 2026-41 of the City Council of the City of Bastrop, Texas repealing the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," amending article 12.11 titled “Automated Red Light Enforcement” amending the ordinance to remove all sections ((001,002,003,004,005,006,007,008,009,010,and 011) associated with automated red light enforcement, as attached in Exhibit A.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Code of Ordinances, Chapter 12, currently contains provisions regulating automated red-light traffic enforcement cameras. As these cameras have been discontinued and are no longer in operation, the associated ordinance provisions are outdated and no longer applicable.

It is recommended that Chapter 12 be amended to repeal all sections pertaining to automated red-light traffic enforcement cameras to ensure the City's Code of Ordinances remains current, accurate, and consistent with existing traffic enforcement practices.

FUNDING SOURCE:

NA

RECOMMENDATION:

Approval of Ordinance Amendment / repeal

ATTACHMENTS:

- Exhibit ‘A” showing amendment (deletion)

ORDINANCE NO. 2026-41

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; REPEALING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," REPEALING ARTICLE 12.04.007 TITLED "OTHER ZONE RESTRICTIONS" REPEALING THE ORDINANCE TO REMOVE VERBIAGE ASSOCIATED WITH ZONE RESTRICTIONS FOR ALLEY A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has the responsibility to address any public health and safety problems; and

WHEREAS, the City of Bastrop Police department is seeking to repeal ordinance 12.11. and remove all the sections and provisions contained within 12.11 related to Automated Red Light Cameras, their enforcement and regulation; and

WHEREAS, these cameras have been discontinued and are no longer in operation; and

WHEREAS, the city has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council finds the removal of verbiage to the ordinance reasonable and necessary to reflect accuracy and consistency; and

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

Section 1: FINDINGS OF FACT
The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2: AMENDMENT
Chapter 12 Article 12.11. is hereby amended to read as set forth with the underlines / red being additions, double underlines being moved text, and strikethroughs being deletions.

~~Sec. 12.11.001 Automated Red Light Enforcement~~

- ~~The following words and phrases when used in this article shall have the meaning ascribed to them in this section, except when the context otherwise requires. Whenever any words or phrases used herein are not defined in this section, but are defined in the state laws regulating the operation of vehicles, the state law definition shall apply, unless the context of their usage clearly requires otherwise.~~

~~*Committee*. The committee established by the City Council of the city to oversee the operation of the photographic traffic signal enforcement system in conjunction with the city police department and the municipal court.~~

~~*Department*. The police department of the city or its designated agent.~~

Motor vehicle or *vehicle*. A self-propelled device that can be used to transport or draw persons or property on a highway. The term does not include: a device exclusively used on stationary rails or tracts; manufactured housing as defined by V.T.C.A. Occupations Code, ch. 1201; an electric bicycle; or an electric personal assistive mobility device as defined by V.T.C.A. Transportation Code, § 551.201.

Notice of violation. A notice mailed to a person identified as having violated this article which complies with the content requirements set forth in section 12.11.005(d). A notice of violation is not a criminal citation.

Owner of a motor vehicle. The owner of a motor vehicle as shown on the motor vehicle registration records of the state department of transportation or the analogous department or agency of another state or country.

Photographic traffic signal enforcement system. A system that:

(1)

Consists of a camera system and vehicle sensor installed to exclusively work in conjunction with an electrically operated traffic-control signal; and

(2)

Is capable of producing at least two (2) recorded images that depict the license plate attached to the front or the rear of a motor vehicle that is not operated in compliance with the instructions of the traffic-control signal.

Recorded image. A photographic or digital image that depicts the front or rear of a motor vehicle.

Traffic-control signal. A manual, electric, or mechanical device that alternately directs traffic to stop and to proceed.

• Sec. 12.11.002 - Authority to provide for civil penalty.

The governing body of a local authority by ordinance may implement a photographic traffic signal enforcement system and provide that the owner of a motor vehicle is liable to the local authority for a civil penalty if, while facing only a steady red signal displayed by an electrically operated traffic-control signal located in the local authority, the vehicle is operated in violation of the instructions of that traffic-control signal, as specified by V.T.C.A. Transportation Code, § 544.007(d).

(Ord. No. 2011-4, 1-25-11)

• Sec. 12.11.003 - Creation of automated red light advisory committee.

There is hereby created a city automated red light advisory committee w in recognition of the fact that time is of the essence, at the passage of this section shall consist of the (6) members of the City Council, unless a prior replacement appointment (as allowed by state law) was timely made. Each member of the advisory committee shall serve for three (3) years and each seat shall be assigned a "place." One place on the advisory committee was filled by a citizen, after appointment by a Councilmember. This citizen member's term runs concurrently with the replaced Councilmember's service on the Council. In the event of a vacancy of the appointed citizen member, the Councilmember who originally appointed the citizen member is responsible for reappointing a replacement citizen member. Any member who is appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact. The advisory committee shall meet annually or on an as needed basis. Pursuant to Texas Transportation Code, section 707.003, the role of the committee shall be to advise the local authority on the installation and operation of the photographic traffic signal enforcement system.

(Ord. No. 2012-13, pt. 4(B), 6-26-12)

- Sec. 12.11.004 - Violation.

(a)

A violation under this section occurs when a motor vehicle, facing only a steady red signal displayed by an electrically operated traffic-control signal, fails to stop at a clearly marked stop line and, if not turning, to remain standing until an indication to proceed is shown. In absence of a stop line, the vehicle must stop before entering the crosswalk on the near side of the intersection. After stopping, standing until the intersection may be entered safely, and yielding the right-of-way to pedestrians lawfully in an adjacent crosswalk and other traffic lawfully using the intersection, the motor vehicle may turn right or may turn left if the intersecting streets are both one-way streets and a left turn is permissible. The owner of the motor vehicle is liable for a violation of this section unless the presumption established under section 12.11.007 is rebutted as provided therein or an affirmative defense listed in section 12.11.008 is proved.

(b)

The penalty for committing a violation under this section is a noncriminal violation for which a civil penalty will be assessed. The imposition of a civil penalty under this section is not a conviction and may not be considered a conviction for any purpose.

(c)

~~The owner of a motor vehicle who violates subsection (a) above, is l~~ ~~for a civil penalty in the amount of $75.~~

~~(d)~~

~~An owner who fails to timely pay a civil penalty shall be subject to a late-payment fee of $25.~~

~~• Sec. 12.11.005 - Administration and enforcement.~~

~~(a)~~

~~The department is responsible for the enforcement and administration of this section.~~

~~(b)~~

~~All enforcement records, including a recorded image resulting from a photographic traffic enforcement system are confidential to the extent allowed by state law.~~

~~(c)~~

~~To impose a civil penalty under this section, the department, not later than the 30th day after the date the violation is alleged to have occurred, must mail or cause to be mailed a notice of violation to the owner of the motor vehicle liable for the civil penalty. The notice of violation shall be mailed to:~~

~~(1)~~

~~The owner's address as shown on the registration records of the state department of transportation; or~~

~~(2)~~

~~If the vehicle is registered in another state or country, the owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the state department of transportation.~~

~~(d)~~

~~A notice of violation issued under this article must contain the following information:~~

~~(1)~~

~~A description of the violation alleged;~~

~~(2)~~

~~The location of the intersection where the violation occurred;~~

~~(3)~~

~~The date and time of the violation;~~

~~(4)~~

~~The name and address of the owner of the vehicle involved in the violation;~~

~~(5)~~

~~The license plate number of the vehicle involved in the violation;~~

~~(6)~~

~~A copy of the recorded image of the license plate number of the vehicle involved in the violation;~~

~~(7)~~

~~The amount of the civil penalty for which the owner is liable;~~

~~(8)~~

~~The number of days the person has in which to pay or contest the imposition of the civil penalty and a statement that the person incurs a late penalty if the penalty is not paid or imposition of the penalty is not contested within that period;~~

~~(9)~~

~~A statement that the owner of the vehicle in the notice of violation may elect to pay the civil penalty by mail sent to a specified address instead of appearing at the time and place of the administrative adjudication hearing;~~

~~(10)~~

~~A statement that a recorded image is evidence in a proceeding for the imposition of a civil penalty;~~

~~(11)~~

~~Information explaining to the person:~~

~~(A)~~

~~The right to contest the imposition of the civil penalty in an administrative adjudication hearing;~~

~~(B)~~

~~The manner and time in which the civil penalty may be contested;~~

~~(C)~~

~~Failure to pay the civil penalty or contest liability for the penalty in a timely manner is an admission of liability and a waiver of the person's right to appeal the imposition of the penalty;~~

~~(D)~~

~~Failure to appear at an administrative hearing after having requested a hearing is an admission of liability and constitutes a waiver of the right to appeal under subsection (C);~~

~~(E)~~

~~Failure to pay the civil penalty in a timely manner may result in the imposition of a late payment fee of $25;~~

~~(F)~~

~~A statement that informs the person of the presumption that the registered owner of the motor vehicle depicted in the photograph or digital image committed the violation alleged, the evidence required to rebut the presumption and the duty imposed on persons who are in the business of renting or leasing motor vehicles;~~

~~(G)~~

~~A statement that if the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner, an arrest warrant may not be issued for the owner and the imposition of the civil penalty may not be recorded on the owner's driving records; and~~

~~(H)~~

~~Any other information the department deems necessary.~~

~~(c)~~

~~No civil penalty may be imposed if the department determines that the motorist was arrested, was issued a criminal citation and notice to appear, or was issued a warning by a duly authorized peace officer for a violation of V.T.C.A. Transportation Code, § 544.007(d) for the same incident recorded by the photographic traffic signal enforcement system.~~

~~(f)~~

~~No notice of violation may be issued if the quality of the image captured by the system is so inferior as to prohibit positive identification of the registration number displayed on the license plate of the vehicle involved in the violation.~~

~~(g)~~

~~A notice of violation under this section is presumed to have been received on the 5th day after the date the notice was mailed. All notices will be mailed U.S. First Class Mail.~~

~~(h)~~

In lieu of issuing a notice of violation, the department may issue a wa notice to the owner.

(i)

The city attorney is authorized to file suit to enforce collection of a civil penalty and any other fees or penalties assessed under this section if the person liable fails to remit payment in a timely manner.

(j)

When a payment of the civil penalty and any late payment fee or other costs is made by a credit or debit card, an additional cost in the amount of 2% of the total payment shall be assessed and must be paid. By submitting such a payment, the person consents to the cost being assessed.

• Sec. 12.11.006 - Request for administrative adjudication hearing.

(a)

A person who receives a notice of violation under this section may contest the imposition of a civil penalty by filing a written request for an administrative adjudication hearing to the city police department, attention chief hearing officer, within the time provided by the notice. The time provided by the notice may not be earlier than the 30th day after the date the notice of violation was mailed.

(b)

The department will notify the person of the date and time of the hearing, in writing, within ten (10) business days of the receipt of the request for an administrative hearing.

(c)

The administrative adjudication hearing will be held before a hearing officer appointed by the Chief of Police. The hearing officer shall have the authority to administer oaths and issue orders compelling the attendance of witnesses and the production of documents to the extent necessary to fulfill the obligations of that office.

(d)

The civil penalty may not be assessed if:

(1)

After the hearing, the hearing officer enters a finding of no liability; or

(2)

Within the time prescribed in the notice of violation, the person against whom the civil penalty is to be assessed submits the proof described in section 12.11.007.

~~(c)~~

~~A person who is found liable after an administrative adjudication hearing or who requests an administrative adjudication and fails to appear at the time and place of the hearing must pay the civil penalty and the costs within ten (10) days after the date of the hearing.~~

- ~~Sec. 12.11.007 - Standard of proof for adjudicative hearing and presumptions.~~

~~(a)~~

~~The standard of proof at the administrative adjudication hearing is by a preponderance of the evidence.~~

~~(b)~~

~~The state department of transportation's computer-generated record of the registered vehicle owner is prima facie evidence of the contents of the record and is admissible as evidence in the hearing.~~

~~(c)~~

~~It is presumed that the registered owner of the motor vehicle depicted in the photograph or digital image taken by the photographic traffic signal enforcement system committed the violation alleged in the notice of violation mailed to the person. If, at the time of the violation, the motor vehicle was owned by a person in the business of selling, renting, or leasing motor vehicles or by a person who was not the person named in the notice of violation, this presumption is rebutted by evidence establishing the vehicle was at that time:~~

~~(1)~~

~~Being test driven by another person who is not an employee of the owner;~~

~~(2)~~

~~Being rented or leased by the vehicle's owner to another person; or~~

~~(3)~~

~~Owned by a person who was not the person named in the notice of violation.~~

~~(d)~~

~~The presentation of such evidence must be made by affidavit, through testimony at the administrative adjudication hearing under this section, or by a written declaration under penalty of perjury. The affidavit or written declaration may be submitted by mail to the city at the address specified in the notice of violation.~~

~~(e)~~

~~If this presumption is rebutted by the evidence submitted above, a penalty may not be imposed on the owner of the vehicle if the owner is in the business of selling, renting, or leasing motor vehicles or the person named in the notice of violation if the vehicle was not owned by that person at the time of the violation.~~

~~(f)~~

~~If, at the time of the violation, the motor vehicle was owned by a person in the business of renting or leasing motor vehicles and the vehicle was being rented or leased to an individual, the owner of the motor vehicle shall provide to the city the name and address of the individual who was renting or leasing the motor vehicle and a statement of the period during which that individual was renting or leasing the vehicle. The owner shall provide this information not later than the 30th day after the date the notice of violation is received. If the owner provides the required information, it is presumed that the individual renting or leasing the motor vehicle committed the violation and the city may send a notice of violation to that individual at the address provided by the owner of the motor vehicle.~~

~~(g)~~

~~The reliability of the photographic traffic-control signal enforcement system used to produce the recorded image of the violation may be attested to in an administrative adjudication hearing by affidavit of an officer or employee of the city, or the entity with which the city contracts to install or operate the system and who is responsible for inspecting and maintaining the system.~~

~~(h)~~

~~An affidavit of an officer or employee of the city that alleges a violation based on an inspection of the applicable recorded image is:~~

~~(1)~~

~~Admissible in a proceeding under this section; and~~

~~(2)~~

~~Evidence of the facts contained in the affidavit;~~

~~(i)~~

~~Notwithstanding anything else in this section, a person who fails to timely pay the amount of a civil penalty or fails to timely request an administrative adjudication hearing is entitled to an administrative adjudication hearing if:~~

~~(1)~~

~~The person submits a written request for the hearing to the desig hearing officer, accompanied by an affidavit that attests to the date on which the person received the notice of violation; and~~

~~(2)~~

~~The written request and affidavit are submitted to the hearing officer within the same number of days after the date the person received the notice of violation as specified under section 12.11.005(d)(8).~~

~~• Sec. 12.11.008 - Affirmative defenses.~~

~~The following, if proved by a preponderance of the evidence, are affirmative defenses to liability under this section:~~

~~(1)~~

~~The traffic-control signal was not in proper position and sufficiently legible to an ordinarily observant person.~~

~~(2)~~

~~The operator of the vehicle was acting in compliance with a lawful order or direction of a police officer.~~

~~(3)~~

~~The operator of the vehicle was part of a funeral procession.~~

~~(4)~~

~~The operator of the vehicle violated the instructions of the traffic-control signal so as to yield the right-of-way to an immediately approaching authorized emergency vehicle.~~

~~(5)~~

~~The vehicle was being operated as an authorized emergency vehicle under V.T.C.A. Transportation Code, ch. 546 and the operator was acting in compliance with that chapter.~~

~~(6)~~

~~The vehicle was stolen and was being operated by someone other than the owner of the vehicle and without the owner's effective consent and the owner has filed an official report of the incident with the appropriate law enforcement agency.~~

~~(7)~~

~~The license plate depicted in the recorded image of the violation was stolen and being displayed on a vehicle other than the vehicle for which it was issued and the owner has filed an official report of the incident with the appropriate law enforcement agency.~~

(8)

The vehicle was leased or rented under a written contract and the leasing or rental company provides the required affidavit, testimony or declaration in accord with section 12.11.007(d).

(9)

The person who received the notice of violation was not the owner of the vehicle at the time of the violation and the person who received the notice provides an affidavit, testimony or declaration in accord with section 12.11.007(d).

(10)

The owner was arrested, was issued a criminal citation and notice to appear, or was issued a warning by a duly authorized peace officer for a violation of V.T.C.A. Transportation Code, § 544.007(d) recorded by the photographic traffic enforcement system.

(11)

The vehicle was being operated by a person other than the owner of the vehicle with the owner's consent and the owner provides an affidavit, testimony or declaration in accord with section 12.11.007(d) stating the name of the individual who was driving the vehicle.

(12)

The presence of ice, snow, unusual amounts of rain or other unusually hazardous road conditions existed that would make compliance with this article more dangerous under the circumstances than noncompliance.

- Sec. 12.11.009 - Findings of hearing officer.

(a)

At the conclusion of the administrative adjudication hearing, the hearing officer shall enter a finding of liability for the civil penalty or a finding of no liability for the civil penalty. A finding under this subsection must be in writing and be signed and dated by the hearing officer.

(b)

A finding of liability for a civil penalty must specify the amount of the civil penalty for which the person is liable. If the hearing officer enters a finding of no liability, a civil penalty for the violation may not be imposed against the person.

(c)

A finding of liability or a finding of no liability entered under this section may:

(1)

Be filed with the City Secretary; and/or

(2)

Be recorded on microfilm or microfiche or using data processing techniques.

(d)

Failure to appear at a requested administrative hearing is an admission of liability and constitutes a waiver of the right to appeal under this section.

• Sec. 12.11.010 – Appeals from an administrative adjudication hearing.

(a)

The owner of a motor vehicle determined by a hearing officer to be liable for a civil penalty may appeal that determination to a judge by filing a petition for appeal with the clerk of the court. The petition must be filed with the city municipal court.

(b)

The petition must be:

(1)

Filed before the 31st day after the date on which the administrative adjudication hearing officer entered the finding of liability for the civil penalty; and

(2)

Accompanied by payment of the costs required by law for the court.

(c)

The court clerk shall schedule or cause to be scheduled a hearing and notify or cause to be notified the owner of the motor vehicle and the department of the date, time, and place of the hearing.

(d)

An appeal stays enforcement and collection of the civil penalty imposed against the owner of the motor vehicle. The owner shall file a notarized statement of personal financial obligation to perfect the owner's appeal.

(e)

An appeal under this section shall be determined by the court by trial de novo.

~~(f)~~

~~The standards of proof and presumptions set forth in section 12.11.007 and the affirmative defenses set forth in section 12.11.008 apply to the hearing.~~

~~(g)~~

~~At the conclusion of the hearing, the judge shall enter a finding of liability for the civil penalty or a finding of no liability for the civil hearing. A finding under this subsection must be in writing and be signed and dated by the judge.~~

~~(h)~~

~~A finding of liability for a civil penalty must specify the amount of the civil penalty for which the person is liable. If the judge enters a finding of no liability, a civil penalty for the violation may not be imposed against the person.~~

~~(i)~~

~~A person who is found liable after the hearing must pay the civil penalty and the costs within ten (10) days after the date of the hearing at the address specified in the notice of violation.~~

~~(j)~~

~~A person who files an appeal petition and fails to appear at the scheduled time and place of the hearing thereby admits liability and must pay the civil penalty specified by the judge within ten (10) days after the scheduled date of the hearing at the address specified in the notice of violation.~~

- ~~Sec. 12.11.011 – Disposition of fees.~~

~~All penalties and fees collected from the imposition of civil liability under this article shall be deposited in a separate account and disposed of as permitted by state law.~~

~~(Ord. No. 2011-4, 1-25-11)~~

~~Sec. 12.10.003 – Penalty.~~

Section 3: REPEALER To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, 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: SEVERABILITY
Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this ordinance.

Section 5: CODIFICATION The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6: EFFECTIVE DATE
This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ & ACKNOWLEDGED on the First Reading on this, the 27th day of October, 2026.

READ & APPROVED on the Second Reading on this, the 3rd day of November, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

DELETE ENTIRE SECTION (STRIKETHROUGH)

~~Sec. 12.11.001 Automated Red Light Enforcement~~

- ~~The following words and phrases when used in this article shall have the meaning ascribed to them in this section, except when the context otherwise requires. Whenever any words or phrases used herein are not defined in this section, but are defined in the state laws regulating the operation of vehicles, the state law definition shall apply, unless the context of their usage clearly requires otherwise.~~

~~*Committee.* The committee established by the City Council of the city to oversee the operation of the photographic traffic signal enforcement system in conjunction with the city police department and the municipal court.~~

~~*Department.* The police department of the city or its designated agent.~~

~~*Motor vehicle* or *vehicle.* A self-propelled device that can be used to transport or draw persons or property on a highway. The term does not include: a device exclusively used on stationary rails or tracts; manufactured housing as defined by V.T.C.A. Occupations Code, ch. 1201; an electric bicycle; or an electric personal assistive mobility device as defined by V.T.C.A. Transportation Code, § 551.201.~~

~~*Notice of violation.* A notice mailed to a person identified as having violated this article which complies with the content requirements set forth in section 12.11.005(d). A notice of violation is not a criminal citation.~~

~~*Owner of a motor vehicle.* The owner of a motor vehicle as shown on the motor vehicle registration records of the state department of transportation or the analogous department or agency of another state or country.~~

~~*Photographic traffic signal enforcement system.* A system that:~~

~~(1)~~

~~Consists of a camera system and vehicle sensor installed to exclusively work in conjunction with an electrically operated traffic-control signal; and~~

(2)

Is capable of producing at least two (2) recorded images that depict the license plate attached to the front or the rear of a motor vehicle that is not operated in compliance with the instructions of the traffic-control signal.

Recorded image. A photographic or digital image that depicts the front or rear of a motor vehicle.

Traffic-control signal. A manual, electric, or mechanical device that alternately directs traffic to stop and to proceed.

- Sec. 12.11.002 - Authority to provide for civil penalty.

The governing body of a local authority by ordinance may implement a photographic traffic signal enforcement system and provide that the owner of a motor vehicle is liable to the local authority for a civil penalty if, while facing only a steady red signal displayed by an electrically operated traffic-control signal located in the local authority, the vehicle is operated in violation of the instructions of that traffic-control signal, as specified by V.T.C.A. Transportation Code, § 544.007(d).

(Ord. No. 2011-4, 1-25-11)

- Sec. 12.11.003 - Creation of automated red light advisory committee.

There is hereby created a city automated red light advisory committee which, in recognition of the fact that time is of the essence, at the passage of this section shall consist of the (6) members of the City Council, unless a prior replacement appointment (as allowed by state law) was timely made. Each member of the advisory committee shall serve for three (3) years and each seat shall be assigned a "place." One place on the advisory committee was filled by a citizen, after appointment by a Councilmember. This citizen member's term runs concurrently with the replaced Councilmember's service on the Council. In the event of a vacancy of the appointed citizen member, the Councilmember who originally appointed the citizen member is responsible for reappointing a replacement citizen member. Any member who is appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.

~~The advisory committee shall meet annually or on an as needed basis. Pursuant to Texas Transportation Code, section 707.003, the role of the committee shall be to advise the local authority on the installation and operation of the photographic traffic signal enforcement system.~~

~~(Ord. No. 2012-13, pt. 4(B), 6-26-12)~~

- ~~Sec. 12.11.004 - Violation.~~

~~(a)~~

~~A violation under this section occurs when a motor vehicle, facing only a steady red signal displayed by an electrically operated traffic-control signal, fails to stop at a clearly marked stop line and, if not turning, to remain standing until an indication to proceed is shown. In absence of a stop line, the vehicle must stop before entering the crosswalk on the near side of the intersection. After stopping, standing until the intersection may be entered safely, and yielding the right-of-way to pedestrians lawfully in an adjacent crosswalk and other traffic lawfully using the intersection, the motor vehicle may turn right or may turn left if the intersecting streets are both one-way streets and a left turn is permissible. The owner of the motor vehicle is liable for a violation of this section unless the presumption established under section 12.11.007 is rebutted as provided therein or an affirmative defense listed in section 12.11.008 is proved.~~

~~(b)~~

~~The penalty for committing a violation under this section is a noncriminal violation for which a civil penalty will be assessed. The imposition of a civil penalty under this section is not a conviction and may not be considered a conviction for any purpose.~~

~~(c)~~

~~The owner of a motor vehicle who violates subsection (a) above, is liable for a civil penalty in the amount of $75.~~

~~(d)~~

~~An owner who fails to timely pay a civil penalty shall be subject to a late-payment fee of $25.~~

- ~~Sec. 12.11.005 - Administration and enforcement.~~

~~(a)~~

~~The department is responsible for the enforcement and administration of this section.~~

~~(b)~~

~~All enforcement records, including a recorded image resulting from a photographic traffic enforcement system are confidential to the extent allowed by state law.~~

~~(c)~~

~~To impose a civil penalty under this section, the department, not later than the 30th day after the date the violation is alleged to have occurred, must mail or cause to be mailed a notice of violation to the owner of the motor vehicle liable for the civil penalty. The notice of violation shall be mailed to:~~

~~(1)~~

~~The owner's address as shown on the registration records of the state department of transportation; or~~

~~(2)~~

~~If the vehicle is registered in another state or country, the owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the state department of transportation.~~

~~(d)~~

~~A notice of violation issued under this article must contain the following information:~~

~~(1)~~

~~A description of the violation alleged;~~

~~(2)~~

~~The location of the intersection where the violation occurred;~~

~~(3)~~

~~The date and time of the violation;~~

~~(4)~~

~~The name and address of the owner of the vehicle involved in the violation;~~

~~(5)~~

~~The license plate number of the vehicle involved in the violation;~~

~~(6)~~

~~A copy of the recorded image of the license plate number of the vehicle involved in the violation;~~

~~(7)~~

~~The amount of the civil penalty for which the owner is liable;~~

~~(8)~~

~~The number of days the person has in which to pay or contest the imposition of the civil penalty and a statement that the person incurs a late penalty if the penalty is not paid or imposition of the penalty is not contested within that period;~~

~~(9)~~

~~A statement that the owner of the vehicle in the notice of violation may elect to pay the civil penalty by mail sent to a specified address instead of appearing at the time and place of the administrative adjudication hearing;~~

~~(10)~~

~~A statement that a recorded image is evidence in a proceeding for the imposition of a civil penalty;~~

~~(11)~~

~~Information explaining to the person:~~

~~(A)~~

~~The right to contest the imposition of the civil penalty in an administrative adjudication hearing;~~

~~(B)~~

~~The manner and time in which the civil penalty may be contested;~~

~~(C)~~

~~Failure to pay the civil penalty or contest liability for the penalty in a timely manner is an admission of liability and a waiver of the person's right to appeal the imposition of the penalty;~~

~~(D)~~

~~Failure to appear at an administrative hearing after having requested a hearing is an admission of liability and constitutes a waiver of the right to appeal under subsection (C);~~

~~(E)~~

~~Failure to pay the civil penalty in a timely manner may result in the imposition of a late payment fee of $25;~~

~~(F)~~

~~A statement that informs the person of the presumption that the registered owner of the motor vehicle depicted in the photograph or digital image committed the violation alleged, the evidence required to rebut the presumption and the duty imposed on persons who are in the business of renting or leasing motor vehicles;~~

~~(G)~~

~~A statement that if the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner, an arrest warrant may not be issued for the owner and the imposition of the civil penalty may not be recorded on the owner's driving records; and~~

~~(H)~~

~~Any other information the department deems necessary.~~

~~(c)~~

~~No civil penalty may be imposed if the department determines that the motorist was arrested, was issued a criminal citation and notice to appear, or was issued a warning by a duly authorized peace officer for a violation of V.T.C.A. Transportation Code, § 544.007(d) for the same incident recorded by the photographic traffic signal enforcement system.~~

~~(f)~~

~~No notice of violation may be issued if the quality of the image captured by the system is so inferior as to prohibit positive identification of the registration number displayed on the license plate of the vehicle involved in the violation.~~

~~(g)~~

~~A notice of violation under this section is presumed to have been received on the 5th day after the date the notice was mailed. All notices will be mailed U.S. First Class Mail.~~

~~(h)~~

~~In lieu of issuing a notice of violation, the department may issue a warning notice to the owner.~~

~~(i)~~

~~The city attorney is authorized to file suit to enforce collection of a civil penalty and any other fees or penalties assessed under this section if the person liable fails to remit payment in a timely manner.~~

~~(j)~~

~~When a payment of the civil penalty and any late payment fee or other costs is made by a credit or debit card, an additional cost in the amount of 2% of the total payment shall be assessed and must be paid. By submitting such a payment, the person consents to the cost being assessed.~~

- ~~Sec. 12.11.006 – Request for administrative adjudication hearing.~~

~~(a)~~

~~A person who receives a notice of violation under this section may contest the imposition of a civil penalty by filing a written request for an administrative adjudication hearing to the city police department, attention chief hearing officer, within the time provided by the notice. The time provided by the notice may not be earlier than the 30th day after the date the notice of violation was mailed.~~

~~(b)~~

~~The department will notify the person of the date and time of the hearing, in writing, within ten (10) business days of the receipt of the request for an administrative hearing.~~

~~(c)~~

~~The administrative adjudication hearing will be held before a hearing officer appointed by the Chief of Police. The hearing officer shall have the authority to administer oaths and issue orders compelling the attendance of witnesses and the production of documents to the extent necessary to fulfill the obligations of that office.~~

~~(d)~~

~~The civil penalty may not be assessed if:~~

~~(1)~~

~~After the hearing, the hearing officer enters a finding of no liability; or~~

~~(2)~~

~~Within the time prescribed in the notice of violation, the person against whom the civil penalty is to be assessed submits the proof described in section 12.11.007.~~

~~(e)~~

~~A person who is found liable after an administrative adjudication hearing or who requests an administrative adjudication and fails to appear at the time and place of the hearing must pay the civil penalty and the costs within ten (10) days after the date of the hearing.~~

- ~~Sec. 12.11.007 - Standard of proof for adjudicative hearing and presumptions.~~

~~(a)~~

~~The standard of proof at the administrative adjudication hearing is by a preponderance of the evidence.~~

~~(b)~~

~~The state department of transportation's computer-generated record of the registered vehicle owner is prima facie evidence of the~~

~~contents of the record and is admissible as evidence in the hearing.~~

~~(c)~~

~~It is presumed that the registered owner of the motor vehicle depicted in the photograph or digital image taken by the photographic traffic signal enforcement system committed the violation alleged in the notice of violation mailed to the person. If, at the time of the violation, the motor vehicle was owned by a person in the business of selling, renting, or leasing motor vehicles or by a person who was not the person named in the notice of violation, this presumption is rebutted by evidence establishing the vehicle was at that time:~~

~~(1)~~

~~Being test driven by another person who is not an employee of the owner;~~

~~(2)~~

~~Being rented or leased by the vehicle's owner to another person; or~~

~~(3)~~

~~Owned by a person who was not the person named in the notice of violation.~~

~~(d)~~

~~The presentation of such evidence must be made by affidavit, through testimony at the administrative adjudication hearing under this section, or by a written declaration under penalty of perjury. The affidavit or written declaration may be submitted by mail to the city at the address specified in the notice of violation.~~

~~(e)~~

~~If this presumption is rebutted by the evidence submitted above, a civil penalty may not be imposed on the owner of the vehicle if the owner is in the business of selling, renting, or leasing motor vehicles or the person named in the notice of violation if the vehicle was not owned by that person at the time of the violation.~~

~~(f)~~

~~If, at the time of the violation, the motor vehicle was owned by a person in the business of renting or leasing motor vehicles and the vehicle was being rented or leased to an individual, the owner of the motor vehicle shall provide to the city the name and address of the individual who was renting or leasing the motor vehicle and a statement of the period during which that individual was renting or leasing the vehicle. The owner shall provide this information not later than the 30th day after the date the notice of violation is received. If the owner provides the required information, it is presumed that the individual renting or leasing the motor vehicle committed the violation and the city may send a notice of violation to that individual at the address provided by the owner of the motor vehicle.~~

~~(g)~~

~~The reliability of the photographic traffic-control signal enforcement system used to produce the recorded image of the violation may be attested to in an administrative adjudication hearing by affidavit of an officer or employee of the city, or the entity with which the city contracts to install or operate the system and who is responsible for inspecting and maintaining the system.~~

~~(h)~~

~~An affidavit of an officer or employee of the city that alleges a violation based on an inspection of the applicable recorded image is:~~

~~(1)~~

~~Admissible in a proceeding under this section; and~~

~~(2)~~

~~Evidence of the facts contained in the affidavit;~~

~~(i)~~

~~Notwithstanding anything else in this section, a person who fails to timely pay the amount of a civil penalty or fails to timely~~

~~request an administrative adjudication hearing is entitled to an administrative adjudication hearing if:~~

~~(1)~~

~~The person submits a written request for the hearing to the designated hearing officer, accompanied by an affidavit that attests to the date on which the person received the notice of violation; and~~

~~(2)~~

~~The written request and affidavit are submitted to the hearing officer within the same number of days after the date the person received the notice of violation as specified under section 12.11.005(d)(8).~~

~~• Sec. 12.11.008 - Affirmative defenses.~~

~~The following, if proved by a preponderance of the evidence, are affirmative defenses to liability under this section:~~

~~(1)~~

~~The traffic-control signal was not in proper position and sufficiently legible to an ordinarily observant person.~~

~~(2)~~

~~The operator of the vehicle was acting in compliance with a lawful order or direction of a police officer.~~

~~(3)~~

~~The operator of the vehicle was part of a funeral procession.~~

~~(4)~~

~~The operator of the vehicle violated the instructions of the traffic-control signal so as to yield the right-of-way to an immediately approaching authorized emergency vehicle.~~

~~(5)~~

~~The vehicle was being operated as an authorized emergency vehicle under V.T.C.A. Transportation Code, ch. 546 and the operator was acting in compliance with that chapter.~~

~~(6)~~

~~The vehicle was stolen and was being operated by someone other than the owner of the vehicle and without the owner's effective consent and the owner has filed an official report of the incident with the appropriate law enforcement agency.~~

~~(7)~~

~~The license plate depicted in the recorded image of the violation was stolen and being displayed on a vehicle other than the vehicle for which it was issued and the owner has filed an official report of the incident with the appropriate law enforcement agency.~~

~~(8)~~

~~The vehicle was leased or rented under a written contract and the leasing or rental company provides the required affidavit, testimony or declaration in accord with section 12.11.007(d).~~

~~(9)~~

~~The person who received the notice of violation was not the owner of the vehicle at the time of the violation and the person who received the notice provides an affidavit, testimony or declaration in accord with section 12.11.007(d).~~

~~(10)~~

~~The owner was arrested, was issued a criminal citation and notice to appear, or was issued a warning by a duly authorized peace officer for a violation of V.T.C.A. Transportation Code, § 544.007(d) recorded by the photographic traffic enforcement system.~~

~~(11)~~

~~The vehicle was being operated by a person other than the owner of the vehicle with the owner's consent and the owner provides an affidavit, testimony or declaration in accord with section 12.11.007(d) stating the name of the individual who was driving the vehicle.~~

~~(12)~~

~~The presence of ice, snow, unusual amounts of rain or other unusually hazardous road conditions existed that would make~~

~~compliance with this article more dangerous under the circumstances than noncompliance.~~

- ~~Sec. 12.11.009 - Findings of hearing officer.~~

~~(a)~~

~~At the conclusion of the administrative adjudication hearing, the hearing officer shall enter a finding of liability for the civil penalty or a finding of no liability for the civil penalty. A finding under this subsection must be in writing and be signed and dated by the hearing officer.~~

~~(b)~~

~~A finding of liability for a civil penalty must specify the amount of the civil penalty for which the person is liable. If the hearing officer enters a finding of no liability, a civil penalty for the violation may not be imposed against the person.~~

~~(c)~~

~~A finding of liability or a finding of no liability entered under this section may:~~

~~(1)~~

~~Be filed with the City Secretary; and/or~~

~~(2)~~

~~Be recorded on microfilm or microfiche or using data processing techniques.~~

~~(d)~~

~~Failure to appear at a requested administrative hearing is an admission of liability and constitutes a waiver of the right to appeal under this section.~~

- ~~Sec. 12.11.010 - Appeals from an administrative adjudication hearing.~~

~~(a)~~

~~The owner of a motor vehicle determined by a hearing officer to be liable for a civil penalty may appeal that determination to a judge by filing a petition for appeal with the clerk of the court. The petition must be filed with the city municipal court.~~

~~(b)~~

~~The petition must be:~~

~~(1)~~

~~Filed before the 31st day after the date on which the administrative adjudication hearing officer entered the finding of liability for the civil penalty; and~~

~~(2)~~

~~Accompanied by payment of the costs required by law for the court.~~

~~(c)~~

~~The court clerk shall schedule or cause to be scheduled a hearing and notify or cause to be notified the owner of the motor vehicle and the department of the date, time, and place of the hearing.~~

~~(d)~~

~~An appeal stays enforcement and collection of the civil penalty imposed against the owner of the motor vehicle. The owner shall file a notarized statement of personal financial obligation to perfect the owner's appeal.~~

~~(e)~~

~~An appeal under this section shall be determined by the court by trial de novo.~~

~~(f)~~

~~The standards of proof and presumptions set forth in section 12.11.007 and the affirmative defenses set forth in section 12.11.008 apply to the hearing.~~

~~(g)~~

~~At the conclusion of the hearing, the judge shall enter a finding of liability for the civil penalty or a finding of no liability for the civil hearing. A finding under this subsection must be in writing and be signed and dated by the judge.~~

~~(h)~~

~~A finding of liability for a civil penalty must specify the amount of the civil penalty for which the person is liable. If the~~

~~judge enters a finding of no liability, a civil penalty for the violation may not be imposed against the person.~~

~~(i)~~

~~A person who is found liable after the hearing must pay the civil penalty and the costs within ten (10) days after the date of the hearing at the address specified in the notice of violation.~~

~~(j)~~

~~A person who files an appeal petition and fails to appear at the scheduled time and place of the hearing thereby admits liability and must pay the civil penalty specified by the judge within ten (10) days after the scheduled date of the hearing at the address specified in the notice of violation.~~

~~• Sec. 12.11.011 - Disposition of fees.~~

~~All penalties and fees collected from the imposition of civil liability under this article shall be deposited in a separate account and disposed of as permitted by state law.~~

~~(Ord. No. 2011-4, 1-25-11)~~

~~Sec. 12.10.003 - Penalty.~~

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-42, amending the code of ordinances, related to Chapter 12 titled “Traffic and Vehicles,” amending Article 12.14. titled “Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS” amending Section 12.14.001 titled “Definitions” to include the definition of a Bicycle, the definition of a Pocket Bike / Mini Motor bicycle and incorporate clarification in the wording in the definition of a Dockless Vehicle; as attached in Exhibit A.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

This request is proposing definition amendments to seek to improve clarity and consistency within the ordinance by incorporating definitions for “Bicycle” and “Pocket Bike/Mini Motor Bicycle,” as well as adding verbiage to the existing definition of “Dockless Vehicle.” These revisions are intended to provide clearer guidance regarding the classification of these vehicles and support consistent interpretation and enforcement of the ordinance, as outlined in Exhibit A.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Approval of Ordinance Amendment

ATTACHMENTS:

- Exhibit ‘A” showing amendment (addition)

ORDINANCE NO. 2026-42

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," AMENDING ARTICLE 12.14 TITLED "MOTOR ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS"AMENDING SECTION 12.14.001 TITLES 'DEFINITIONS' TO INCLUDE THE DEFINITION OF A BICYCLE, THE DFINITION OF A POCKET BIKE / MINI MOTOR BICYCLE AND INCORPORATE CLARIFICATION IN THE WORDING OF THE DEFINITION OF A DOCKLESS VEHICLE; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has the responsibility to address any public health and safety problems; and

WHEREAS, the City of Bastrop Police department is seeking to amend ordinance 12.14.001 by adding additional definitions for Bicycle, Pocket Bike / Mini Motor Bike and update the definition of dockless vehicle; and

WHEREAS, these additions will assist in providing clearer guidance regarding the classification of these vehicle and support consistent interpretation and enforcement; and

WHEREAS, the city has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council finds the addition of verbiage to the ordinance reasonable and necessary to reflect accuracy and consistency; and

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

Section 1: FINDINGS OF FACT
The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2: AMENDMENT
Chapter 12 Article 12.14.001. is hereby amended to read as set forth with the underlines / red being additions, double underlines being moved text, and strikethroughs being deletions.

Sec. 12.14.001 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle means a device a person may ride that is capable of being ridden solely using human power and either has two tandem wheels with at least one over 14 inches in diameter or is generally recognized as a bicycle regardless of the number of wheels (Texas Transportation Code 541.201(2).

Bicycle equipped with GPS means a device that a person may ride and that is propelled by human power and has two (2) tandem wheels, at least one of which is more than fourteen (14) inches in diameter, which has a global positioning system (GPS) to determine the geographic location of the bicycle.

Director means the director of the department designated by the city manager to enforce and administer this article and includes representatives, agents or department employees designated by the directo

Dockless vehicle means an electric bicycle, or a motor assisted scooter that is available for use fo
This includes being made available through the City of Bastrop or a designated vendor of the City of Bastrop"

Electric bicycle means an electric bicycle as defined in V.T.C.A. Transportation Code § 664.001 (as may be amended).

Fleet manager means the person responsible for the daily operations of a dockless vehicle service.

Geofencing means the use of GPS technology to create a virtual geographic boundary, enabling software to trigger a response when a dockless vehicle enters or leaves a particular area.

Motor-assisted scooter means a motor-assisted scooter as defined in V.T.C.A. Transportation Code § 551.351 (as may be amended).

Permit agreement means the written agreement between the city and a person for an operating permit which authorizes the operation of a service providing dockless vehicles for compensation. The permit agreement may be part of a pilot program, as stipulated in the application form.

Permit holder means the person who owns the operation if a sole proprietorship, or the person who has been designated as managing the operation if any other entity, of a service providing dockless vehicles for compensation.

Person means an individual, partnership, corporation, company, association, or other legal entity.

Pilot program means an initial small-scale preliminary study conducted to evaluate the operation of dockless vehicles in the city.

Pocket Bike / Mini Motor Bike is defined under the Texas Transportation Code 551.351, meaning a self-propelled vehicle 12that: is equipped with an electric motor or internal combustion engine having a piston displacement of less that 50 cubic centimeters; is designed to propel itself with not more than two wheels in contact with the ground; has a seat or saddle for the use of the operator; is to designed for use on a highway; and is ineligible for a certificate of title under Chapter 501 of the Texas Transportation Code.

Rider means a person operating a motor-assisted scooter, an electric bicycle, or a bicycle equipped with a GPS.

This article does not apply to a moped or motorcycle; a motorized mobility device (V.T.C.A., Transportation Code § 542.009); an electric personal assistive mobility device, such as electric wheelchairs or other medical mobility devices (V.T.C.A., Transportation Code § 551.201); a neighborhood electric vehicle (V.T.C.A., Transportation Code § 551.301); or a golf cart or all-terrain vehicle (V.T.C.A., Transportation Code § 551.401).

(Ord. No. 2021-06, § 2(Att. A), 6-22-21)

Section 3: REPEALER To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, 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: SEVERABILITY
Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this ordinance.

Section 5: CODIFICATION The City Secretary is hereby directed to record and publish the a rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6: EFFECTIVE DATE
This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ & ACKNOWLEDGED on the First Reading on this, the 27th day of October, 2026.

READ & APPROVED on the Second Reading on this, the 3rd day of November, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

Sec. 12.14.001 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle means a device a person may ride that is capable of being ridden solely using human power and either has two tandem wheels with at least one over 14 inches in diameter or is generally recognized as a bicycle regardless of the number of wheels (Texas Transportation Code 541.201(2).

Bicycle equipped with GPS means a device that a person may ride and that is propelled by human power and has two (2) tandem wheels, at least one of which is more than fourteen (14) inches in diameter, which has a global positioning system (GPS) to determine the geographic location of the bicycle.

Director means the director of the department designated by the city manager to enforce and administer this article and includes representatives, agents or department employees designated by the director.

Dockless vehicle means an electric bicycle, or a motor assisted scooter that is available for use for a fee. This includes being made available through the City of Bastrop or a designated vendor of the City of Bastrop”

Electric bicycle means an electric bicycle as defined in V.T.C.A. Transportation Code § 664.001 (as may be amended).

Fleet manager means the person responsible for the daily operations of a dockless vehicle service.

Geofencing means the use of GPS technology to create a virtual geographic boundary, enabling software to trigger a response when a dockless vehicle enters or leaves a particular area.

Motor-assisted scooter means a motor-assisted scooter as defined in V.T.C.A. Transportation Code § 551.351 (as may be amended).

Permit agreement means the written agreement between the city and a person for an operating permit which authorizes the operation of a service providing dockless vehicles for compensation. The permit

agreement may be part of a pilot program, as stipulated in the application form.

Permit holder means the person who owns the operation if a sole proprietorship, or the person who has been designated as managing the operation if any other entity, of a service providing dockless vehicles for compensation.

Person means an individual, partnership, corporation, company, association, or other legal entity.

Pilot program means an initial small-scale preliminary study conducted to evaluate the operation of dockless vehicles in the city.

Pocket Bike / Mini Motor Bike is defined under the Texas Transportation Code 551.351, meaning a self-propelled vehicle 12that: is equipped with an electric motor or internal combustion engine having a piston displacement of less that 50 cubic centimeters; is designed to propel itself with not more than two wheels in contact with the ground; has a seat or saddle for the use of the operator; is to designed for use on a highway; and is ineligible for a certificate of title under Chapter 501 of the Texas Transportation Code.

Rider means a person operating a motor-assisted scooter, an electric bicycle, or a bicycle equipped with a GPS.

This article does not apply to a moped or motorcycle; a motorized mobility device (V.T.C.A., Transportation Code § 542.009); an electric personal assistive mobility device, such as electric wheelchairs or other medical mobility devices (V.T.C.A., Transportation Code § 551.201); a neighborhood electric vehicle (V.T.C.A., Transportation Code § 551.301); or a golf cart or all-terrain vehicle (V.T.C.A., Transportation Code § 551.401).

(Ord. No. 2021-06, § 2(Att. A), 6-22-21)

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act on the second reading of Ordinance No. 2026-44, amending the code of ordinances, related to Chapter 12 titled “Traffic and Vehicles,” amending Article 12.14 titled “Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS” amending Section 12.14.002 titled “Operation and Parking of Motor Assisted Scooters, Electric Bicycles, and Bicycles equipped with GPS” to incorporate and remove certain verbiage related to parking for clarity and insert restrictions to prohibit "riding in certain areas”; as attached in Exhibit A.

STAFF REPRESENTATIVE:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:
The City of Bastrop’s current Code of Ordinances permits the operation of motor-assisted scooters on sidewalks throughout the city. The purpose of the proposed ordinance amendment is to seek City Council approval/direction reference prohibiting motor-assisted scooters, electric bicycles and bicycles equipped with GPS from riding on walking trails within any city park and to prohibit riding on or within the open embankments or paved ditch areas that lead to a culvert or drainage area.

In addition, the proposed amendments seek to improve clarity and consistency by consolidating the parking provision into a single, simplified parking regulation, eliminating redundant language and providing clearer guidance for residents, visitors, and enforcement personnel.

FUNDING SOURCE:

N/A

RECOMMENDATION:
Review of the ordinance to update and provide clarity.

ATTACHMENTS:

- Exhibit ‘A' showing possible amendment

ORDINANCE NO. 2026-44

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," AMENDING ARTICLE 12.14.002 TITLED "OPERATION AND PARKING OF MOTOR ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS" AMENDING THE ORDINANCE TO INCORPORATE AND REMOVE CERTAIN VERBIAGE RELATED TO PARKING AND RESTRICTIONS FOR RIDING IN CERTAIN AREAS; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has the responsibility to address any public health and safety problems; and

WHEREAS, the City of Bastrop Police department is seeking to amend ordinance 12.14.002 and remove verbiage related to Motor Assisted Scooter, E-Bicycles and Bicycles equipped with GPS in reference to parking for clarity; and

WHEREAS, the City of Bastrop desires to prohibit the operation of Motorized Assisted Scooters, Electrical Bicycles and Bicycles equipped with GPS from operating and riding on walking trails in any City Park as well as on or within open embankments or paved ditch areas that lead to a culvert or drainage area; and

WHEREAS, the City Council has exclusive control over and under its public streets and may control or regulate certain aspects of the movement of vehicles pursuant to Texas Transportation Code Chapter 311, and

WHEREAS, the city has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council has the authority to regulate walking trails and other uses in city parks pursuant to the City Code of Ordinances Article III, Section 3.01

WHEREAS, the City Council finds the removal of verbiage to the ordinance reasonable and necessary to reflect accuracy; and

WHEREAS, the City Council finds the prohibition of Motorized Assisted Scooters, Electrical Bicycles and Bicycles equipped with GPS from operating and riding on walking trails in any City Park as well as on or within open embankments or paved ditch areas that lead to a culvert or drainage area. reasonable and necessary to assist with the safety and quality of life for Pedestrians; and

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

Section 1: FINDINGS OF FACT
The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2: AMENDMENT
Chapter 12 Article 12.14.002 is hereby amended to read as set forth with the underlines / red being additions, double underlines being moved text, and strikethroughs being deletions.

12.14.002 – OPERATION AND PARKING OF MOTOR ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS.

(a) *Operation of motor-assisted scooters*

(1)Riders must always yield to pedestrians.

(2)Riders may ride on streets which have a speed limit of thirty-five (35) miles per hour or less. Riders must obey all state and city traffic laws.

(3)Riders operating or in control must be at least sixteen (16) years of age.

(4)Riders may not have any passengers. Only one person may be on the scooter when it is being operated.

(5)The wearing of a helmet is encouraged, but not required.

(6)It is unlawful for a rider to operate a motor-assisted scooter under the influence of alcohol or drugs.

(7)It is unlawful for a rider to use a portable wireless communication device while operating a vehicle.

(8) Riders are prohibited from riding on walking trails within any city park, as well as on or within open embankments or paved ditch areas that lead to a culvert or drainage area.

(b) *Operation of electric bicycles, and bicycles equipped with GPS.*

(1) Riders must always yield to pedestrians.
(2) Riders may not ride on sidewalks. Riders are prohibited from riding on walking trails within any city park, as well as on or within open embankments or paved ditch areas that lead to a culvert or drainage area.
(3) Riders must obey state and city traffic laws.
(4) Riders operating or in control must be at least sixteen (16) years of age.
(5) It is unlawful for a rider to use a portable wireless communication device while operating a bicycle.
(6) The wearing of a helmet is encouraged, but not required.
(7) It is unlawful for a rider to operate an electric bicycle under the influence of alcohol or drugs.

12.14.002 OPERATION AND PARKING OF MOTOR ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS.

(c) *Parking of motor-assisted scooters, electric bicycles, and bicycles equipped with GPS.*

(1)It is unlawful for riders to park dockless vehicles on streets,

near the Colorado River, in open grassy areas, or on any sidewalk except in areas designated by the city by paint, decals, or signs.

~~(2)Riders of dockless vehicles may park dockless vehicles upright on sidewalks in a manner that does not impede the normal and reasonable pedestrian access on a sidewalk, or in any manner that would reduce the minimum clear width of a sidewalk to less than four (4) feet.~~

~~(3)Riders of dockless vehicles may not park dockless vehicles in a manner that blocks any Americ Disabilities Act ("ADA") access to sidewalks or streets.~~

~~(4)It is unlawful for a rider to park a dockless vehicle on sidewalks at the following locations:~~

~~a.Within eight (8) feet of commercial or pedestrian loading zones, or disabled parking zones.~~

~~b.Within four (4) feet of street fixtures that require pedestrian access, including, but not limited to, benches.~~

~~c.Within eight (8) feet of curb ramps, entryways and driveways.~~

~~d.Within eight (8) feet of a building entrance.~~

~~e.On trails, creek ways, including in any city park.~~

~~(5)It is unlawful for a rider to park, other than momentarily, a dockless vehicle within seventy-five (75) feet of the Colorado River.~~

Section 3: REPEALER To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, 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: SEVERABILITY
Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this ordinance.

Section 5: CODIFICATION The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6: EFFECTIVE DATE
This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ & ACKNOWLEDGED on the First Reading on this, the 27th day of October, 2026.

READ & APPROVED on the Second Reading on this, the 3rd day of November, 2026.

[Signature Page to Follow]

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

Exhibit A - REGARDING PROHIBITED RIDING

12.14.002 – Operation and Parking of motor-assisted Scooters, electric bicycles, and bicycles equipped with GPS.

(a) *Operation of motor-assisted scooters.*

(1) Riders must always yield to pedestrians.

(2) Riders may ride on streets which have a speed limit of thirty-five (35) miles per hour or less. Riders must obey all state and city traffic laws.

(3) Riders operating or in control must be at least sixteen (16) years of age.

(4) Riders may not have any passengers. Only one person may be on the scooter when it is being operated.

(5) The wearing of a helmet is encouraged, but not required.

(6) It is unlawful for a rider to operate a motor-assisted scooter under the influence of alcohol or drugs.

(7) It is unlawful for a rider to use a portable wireless communication device while operating a vehicle.

(8) Riders are prohibited from riding on walking trails within any city park, as well as on or within open embankments or paved ditch areas that lead to a culvert or drainage area.

(b) *Operation of electric bicycles, and bicycles equipped with GPS.*

(1) Riders must always yield to pedestrians.

(2) Riders may not ride on sidewalks. Riders are prohibited from riding on walking trails within any city park, as well as on or within open embankments or paved ditch areas that lead to a culvert or drainage area.

(3) Riders must obey state and city traffic laws.

(4) Riders operating or in control must be at least sixteen (16) years of age.

(5) It is unlawful for a rider to use a portable wireless communication device while operating a bicycle.

(6) The wearing of a helmet is encouraged, but not required.
(7) It is unlawful for a rider to operate an electric bicycle under the influence of alcohol or drugs.

Exhibit A - REGARDING PARKING

12.14.002 OPERATION AND PARKING OF MOTOR ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES EQUIPPED WITH GPS.

(c) *Parking of motor-assisted scooters, electric bicycles, and bicycles equipped with GPS.*

(1) It is unlawful for riders to park dockless vehicles on streets, near the Colorado River, in open grassy areas, or on any sidewalk except in areas designated by the city by paint, decals, or signs.

~~(2) Riders of dockless vehicles may park dockless vehicles upright on sidewalks in a manner that does not impede the normal and reasonable pedestrian access on a sidewalk, or in any manner that would reduce the minimum clear width of a sidewalk to less than four (4) feet.~~

~~(3) Riders of dockless vehicles may not park dockless vehicles in a manner that blocks any American with Disabilities Act ("ADA") access to sidewalks or streets.~~

~~(4) It is unlawful for a rider to park a dockless vehicle on sidewalks at the following locations:~~

~~a. Within eight (8) feet of commercial or pedestrian loading zones, or disabled parking zones.~~

~~b. Within four (4) feet of street fixtures that require pedestrian access, including, but not limited to, benches.~~

~~c. Within eight (8) feet of curb ramps, entryways and driveways.~~

~~d. Within eight (8) feet of a building entrance.~~

~~e. On trails, creek ways, including in any city park.~~

~~(5) It is unlawful for a rider to park, other than momentarily, a dockless vehicle within seventy-five (75) feet of the Colorado River.~~

POTENTIAL SIGNS FOR CONSIDERATION (TO BE BROUGHT IN FRONT OF COUNCIL AFTER DISCUSSION AND IMPLEMENTATION OF ORDINANCE AMENDMENTS.



STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act on Resolution No. R-2026-151, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the Lost Pines Christmas parade.

AGENDA ITEM SUBMITTED BY:

Submitted by: Krissie Fountain, Special Event Coordinator

BACKGROUND/HISTORY:

The Lost Pines lighted Christmas Parade has been a long-standing community event and has been part of Bastrop's unique character that makes the holiday season in Bastrop unlike any other.

Now that the Parade has continued to grow, we need to close several streets, one of which is Chestnut Street. This is important to maintain the safety of the parade for the participants and the estimate of fifteen thousand spectators on Main Street.

Chestnut Street, also known as Loop 150, is a Texas Department of Transportation (TxDOT) owned and maintained right of way. To close Chestnut for a few hours a permit is required from TxDOT. The application requires a resolution approving the request from the Bastrop City Council.

RECOMMENDATION:

Recommend approval of Resolution No. R- 2026-151.

ATTACHMENTS:

1. Resolution No R-2026-151
2. Parade Route TCP
3. Parade map

RESOLUTION NO. R-2026-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A PERMIT TO CLOSE CHESTNUT STREET AT MAIN STREET FOR THE LOST PINES CHRISTMAS PARADE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the importance of protecting the safety of parade participants, spectators, and the traveling public during community events; and

WHEREAS, the Lost Pines Christmas Parade is a community event that promotes civic engagement, community spirit, and quality of life for the residents of Bastrop; and

WHEREAS, the Lost Pines Christmas Parade will take place within the incorporated limits of the City of Bastrop, Texas, on December 12, 2026; and

WHEREAS, the City Council finds that requesting a permit from the Texas Department of Transportation (TxDOT) for the temporary closure of Chestnut Street at Main Street is necessary to facilitate the parade and protect public safety; and

WHEREAS, the City Council finds that the parade serves a public purpose and that the proposed traffic control plan, attached hereto as Exhibit A, is intended to provide for the safe movement of participants, spectators, and the traveling public during the event.

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

Section 1. Authorization. The Chief of Police is hereby authorized to submit an application to the Texas Department of Transportation requesting a permit for the temporary closure of Chestnut Street at Main Street on December 12, 2026, for the Lost Pines Christmas Parade, and to execute any documents necessary to effectuate the purposes of this Resolution, subject to applicable law and TxDOT requirements.

Section 2. Traffic Control Plan. The traffic control plan attached hereto as Exhibit A and incorporated herein for all purposes is approved for the Lost Pines Christmas Parade. The plan is intended to promote the safety of parade participants, spectators, and the traveling public during the event.

Section 3. Repealing Clause. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict or inconsistency.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on this 3rd day of November, 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

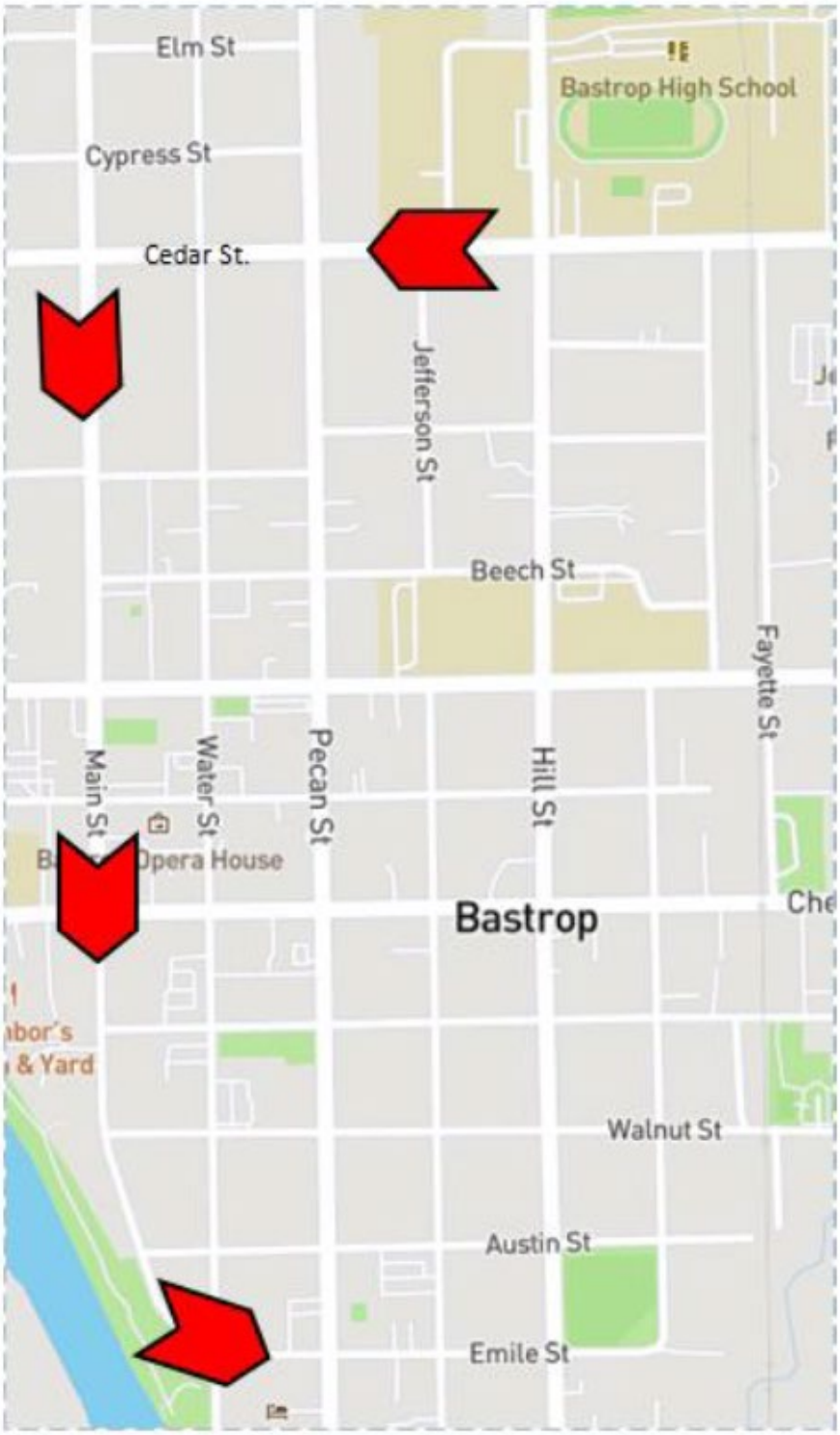
ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

Lost Pines Christmas Parade 2026



Parade Route

Bastrop High to Cedar Street

Cedar Street to Main Street

Main Street to Emile Street

Turn Left on Emile Street

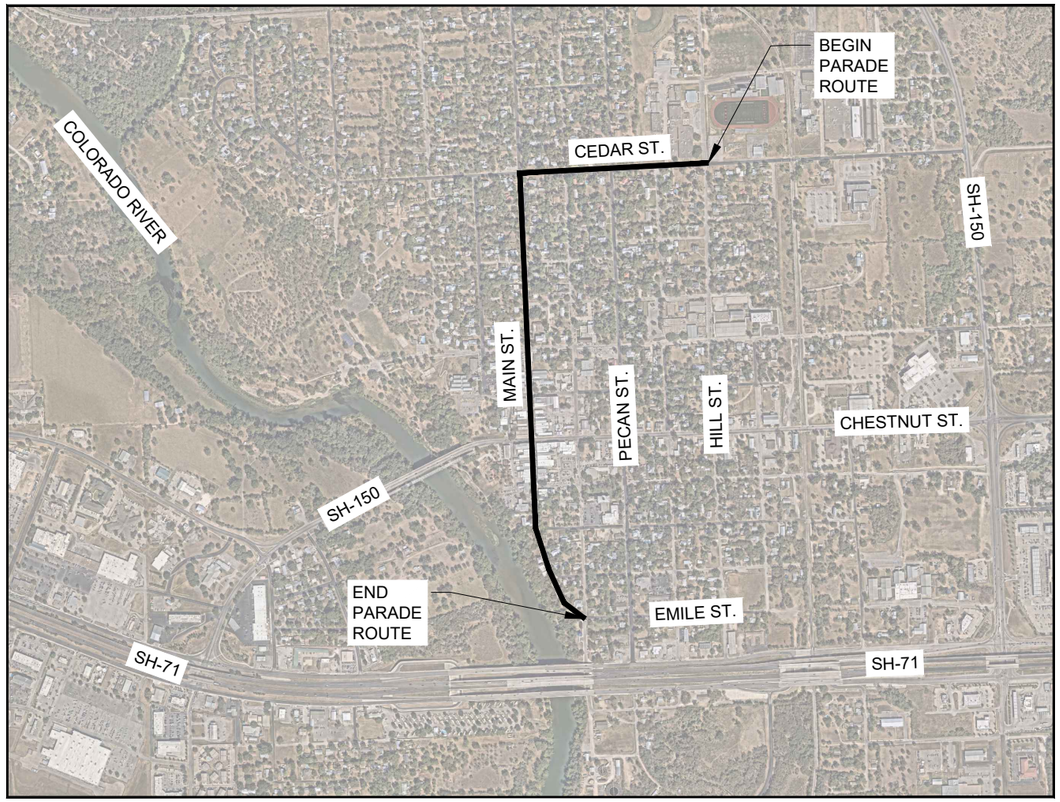
CITY OF BASTROP

SPECIAL SMALL EVENT/PARADE ROUTE

0 650 1300
SCALE: 1"=1,300'

Sheet List Table

Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.01	TEMPORARY TRAFFIC CONTROL PLAN NOTES
C0.02	BARRICADE SUMMARY TABLES
C1.00	TEMPORARY TRAFFIC CONTROL PLAN OVERALL LAYOUT
C1.01	TEMPORARY TRAFFIC CONTROL PLANS DETOUR PLANS
C2.00	TEMPORARY TRAFFIC CONTROL PLANS DETAILS (SHEET 1 OF 2)
C2.01	TEMPORARY TRAFFIC CONTROL PLANS DETAILS (SHEET 2 OF 2)



Freeland Turk
18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-032
SPRING BRANCH, TX 78070 TBPE FIRM F-2104

STATE OF TEXAS
MELANIE NORRIS
140721
LICENSED PROFESSIONAL ENGINEER
08/11/2025

CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
COVER SHEET

JOB: 156-100-34
DATE: 8/8/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

SHEET: C0.00

Date: Aug 11, 2025, 7:41am User ID: shepp
File: Z:\ENG - PROJ\156 - City of Bastrop\100 - Plan Review Services\34 - Parade Route TCP Update_CAD\dwg\156_100_34-CVR-001.dwg

RIGHT OF WAY MANAGEMENT STANDARD NOTES (REVISED 02/13/2025)

THE FOLLOWING NOTES HAVE BEEN ADAPTED FROM THE CITY OF AUSTIN AND MODIFIED TO COMPLY WITH THE CITY OF BASTROP.

1. CONTRACTOR SHALL HAVE AN APPROVED RIGHT-OF-WAY (ROW) PERMIT AND TRAFFIC CONTROL PLAN (TCP) IN ELECTRONIC OR PAPER FORMAT ON SITE AT ALL TIMES WHEN WORKING IN THE ROW.

2. CONTRACTOR SHALL PROVIDE ADVANCED NOTIFICATION PER THE LATEST TRANSPORTATION CRITERIA MANUAL (TCM) SECTION 8.4.0 – WORK ZONES:
   a. THE CITY OF BASTROP MUST BE NOTIFIED A MINIMUM OF THREE (3) DAYS PRIOR TO ANY PLANNED CLOSURES, INCLUDING ANY SIDEWALK, BIKE LANES, AND ALLEYS
   b. ANY PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) MUST BE SETUP AT LEAST TWO (2) WEEKS PRIOR TO THE CLOSURE
   c. CONSTRUCTION NOTICES, DOOR-HANGERS AND/OR MAILINGS MUST BE PROVIDED AT LEAST TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK
   d. CLOSURES OF ANY EXISTING DRIVEWAYS MUST BE AVOIDED. WHEN ACCESS CANNOT BE MAINTAINED, A MINIMUM 7 DAYS OF ADVANCED NOTIFICATION TO THE PROPERTY OWNER IS REQUIRED, AND 14 DAYS ADVANCED NOTIFICATION FOR EMERGENCY SERVICE FACILITIES (SUCH AS FIRE STATIONS, HOSPITALS, AND POLICE STATIONS) ALONG WITH THE APPROVAL FROM THE ROW DIVISION OF TPW.
   e. IF EXISTING HOUSE OF WORSHIP IS WITHIN THE TEMPORARY TRAFFIC CONTROL OR DETOUR AREA, THE CONTRACTOR SHALL COORDINATE TO AVOID WORK DURING SERVICE HOURS.
   f. IF CLOSURE AND/OR DETOUR EXTENDS TO AN ADJACENT JURISDICTION OR PRIVATELY OWNED ROADWAY, THEN CONTRACTOR SHALL FOLLOW REQUIREMENTS OF THE MAINTENANCE AGENCY.

3. UNLESS OTHERWISE APPROVED BY THE CITY OF BASTROP:
   a. ONLY ONE PHASE OF A TCP MAY BE SET AT ANY ONE TIME
   b. INITIAL SETUPS AND PHASE CHANGES SHOULD NOT EXTEND INTO HOURS WHERE WORK ACTIVITIES ARE PROHIBITED
   c. LONG-TERM SETUPS SHOULD OCCUR DURING LOW-VOLUME TRAFFIC HOURS, SUCH AS WEEKENDS
   d. FULL CLOSURES ARE GENERALLY PROHIBITED MONDAY THROUGH FRIDAY

4. IF POLICE OFFICERS EMPLOYED BY AGENCIES OTHER THAN THE CITY OF BASTROP WILL BE USED TO ASSIST IN DIRECTING TRAFFIC, THE APPLICANT MUST NOTIFY THE CITY OF BASTROP AT LEAST THREE (3) DAYS PRIOR TO WORK WITH THE NAME(S) AND AGENCY OF THE POLICE OFFICERS TO BE EMPLOYED, ALONG WITH THE DATE, TIME, AND LOCATION WHERE THE OFFICER(S) WILL BE WORKING.

5. PEDESTRIAN ROUTES IN AND AROUND THE WORK ZONE, INCLUDING CONSTRUCTION ENTRANCES, TEMPORARY WALKING PATHS, BYPASSES, COVERED WALKWAYS, AND DETOURS THROUGHOUT THE PROJECT, MUST REMAIN ACCESSIBLE AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING PEDESTRIAN FACILITY. SIDEWALKS SHOULD NOT BE CLOSED FOR PERIODS OF MORE THAN 14 DAYS, UNLESS OTHERWISE APPROVED BY THE CITY OF BASTROP.

6. ALL APPLICABLE SAFEGUARDS SHALL BE IN PLACE PER CHAPTER 33 OF THE INTERNATIONAL BUILDING CODE, WHICH INCLUDES PEDESTRIAN PROTECTIONS PER SECTION 3306.

7. “CONSTRUCTION ENTRANCE AHEAD” SIGNS MUST BE PLACED AT ALL APPROACHES TO CONSTRUCTION ENTRANCES, UNLESS OTHERWISE SHOWN ON THE REVIEWED TCP.

8. ALL TRAFFIC CONTROL DEVICES INCLUDING PROTECTIVE BARRIERS MUST BE CRASHWORTHY AND INSTALLED ACCORDING TO THE MANUFACTURER’S GUIDELINES. FOR A PRODUCT LIST OF CRASHWORTHY TRAFFIC CONTROL DEVICES, SEE TXDOT'S "COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICE" LIST. CRASHWORTHINESS SHALL BE DETERMINED PER AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIAL’S (AASHTO) MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) TESTING REQUIREMENTS.

9. OVERNIGHT PROTECTION OF WORK ZONES AND STORAGE OF MATERIAL/EQUIPMENT SHALL BE ACCORDING TO COA STANDARD DETAIL 804S-4.

10. THE NAME OF THE BARRICADE CONTRACTOR SHALL BE SHOWN ON THE NON-REFLECTIVE SURFACE OF ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH COA STANDARD DETAIL 804S-5.

11. THE CITY’S TRAFFIC ENGINEER OR INSPECTOR MAY MAKE OR REQUIRE FIELD ADJUSTMENTS TO ADDRESS ISSUES OF SAFETY AND MOBILITY. ADDITIONALLY, ANY TRAFFIC CONTROL DEFICIENCIES MUST ALSO BE ADDRESSED PER THE TIMELINE PROVIDED BY THE ROW DIVISION OF TPW. VIOLATIONS WILL BE SUBJECT TO PENALTIES AS PROVIDED BY LAW.

12. IF EXISTING SIGNALIZED INTERSECTIONS ARE WITHIN THE TEMPORARY TRAFFIC CONTROL AREA, THE CONTRACTOR SHALL CONTACT THE CITY OF BASTROP TWO (2) WEEKS PRIOR TO SETTING UP ANY TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL CONTACT THE CITY OF BASTROP ONE (1) DAY PRIOR TO TRAFFIC CONTROL DEPLOYMENT AND/OR FOR ANY ANY PHASE CHANGES.

13. THE RIGHT OF WAY SHALL BE RETURNED TO FULL USE AT THE END OF THE APPROVED WORK HOURS.

14. CONTRACTORS SHALL ADHERE TO ALL ROW SPECIAL EVENT ACTIVITY RESTRICTIONS, AS PER THE LATEST CITY OF AUSTIN MOBILITY GUIDELINES (MG-08). PROJECTS ARE REQUIRED TO SUBMIT A SPECIAL EVENT PERMIT APPLICATION TO THE CITY OF BASTROP AND AN APPLICATION FOR USE OF BASTROP COUNTY RIGHT OF WAY TO BASTROP COUNTY. THESE APPLICATIONS FOR PERMITTING MUST BE SUBMMITTED NO LATER THAN SEVEN (7) DAYS PRIOR TO THE PROPOSED EVENT USING THE RESPECTIVE APPLICATION FORMS LOCATED ONLINE.

15. PRIOR TO THE TRAFFIC CONTROL ESTABLISHEMENT FOR FULL ROAD CLOSURES, CONTRA-FLOW, AND/OR LONG-TERM STATIONARY PROJECTS, CONTRACTOR MUST CONTACT THE CITY OF BASTROP TWO (2) WEEKS PRIOR TO SETTING THE TRAFFIC CONTROL DEVICES.

16. BARRICADING AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE LATEST EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF SUBMITTAL WHETHER OR NOT THE PLAN HAS BEEN REVIEWED FOR CODE COMPLIANCE BY CITY STAFF.

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STATE OF TEXAS
MELANIE NORRIS
140721
LICENSED PROFESSIONAL ENGINEER
08/11/2025

CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
TEMPORARY TRAFFIC CONTROL PLAN NOTES

JOB: 156-100-34
DATE: 8/8/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

SHEET:
C0.01

Date: Aug 11, 2025, 7:42am User ID: shepp
File: Z:\ENG - PROJ\156 - City of Bastrop\100 - Plan Review Services\34 - Parade Route TCP Update_CAD\dwg\156_100_34-GNS-001.dwg

STREETS

CLASSIFICATION	STREET	FROM STREET	TO STREET	PLANNED IMPROVEMENTS	TRAFFIC CONTROL DETAIL; PLAN SHEET	*ALLOWED BARRICADING TIMES*	DURATION	COMMENTS
COLLECTOR	HILL STREET	EMILE STREET	CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	CEDAR STREET	HILL STREET	MAIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	MAIN STREET	CEDAR STREET	EMILE ST	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	EMILE ST	MAIN STREET	HILL STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS

INTERSECTIONS

CLASSIFICATION	PROTECTION	STREET INTERSECTION	PLANNED IMPROVEMENTS	TRAFFIC CONTROL DETAIL; PLAN SHEET	*ALLOWED BARRICADING TIMES*	DURATION	COMMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND BUTTONWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND BEECH STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND FARM STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND SPRING STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND CHESTNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PINE STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND WALNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND AUSTIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND BUTTONWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND BEECH STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND FARM STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND SPRING STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND CHESTNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND PINE STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND WALNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND AUSTIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	CEDAR STREET AND WATER STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PECAN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND JEFFERSON STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND WATER STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PECAN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND JEFFERSON STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND BUTTONWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS

STREETS - POSTED SPEEDS

STREET NAME	POSTED SPEED (MPH)
MARTIN LUTHER KING DRIVE	30
FAYETTE STREET	25
HAYSEL STREET	25
HILL STREET	30
JEFFERSON STREET	25
PECAN STREET	30
WATER STREET	30
MAIN STREET	30
CHURCH STREET	30
WILSON STREET	30
ELM STREET	30
CYPRESS STREET	30
CEDAR STREET	30
BUTTONWOOD STREET	25
BEECH STREET	30
FARM STREET	30
SPRING STREET	30
CHESTNUT STREET/LOOP 150	30
PINE STREET	30
WALNUT STREET	30
AUSTIN STREET	30
EMILE STREET	30
STATE HIGHWAY 71/21	65

NOTE: SPEED LIMITS ARE INCLUDED FOR REFERENCE, THESE SHALL BE CONFIRMED AS NEEDED FOR TRAFFIC CONTROL PURPOSES.

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140721
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08/11/2025

CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
TEMPORARY TRAFFIC CONTROL PLAN NOTES

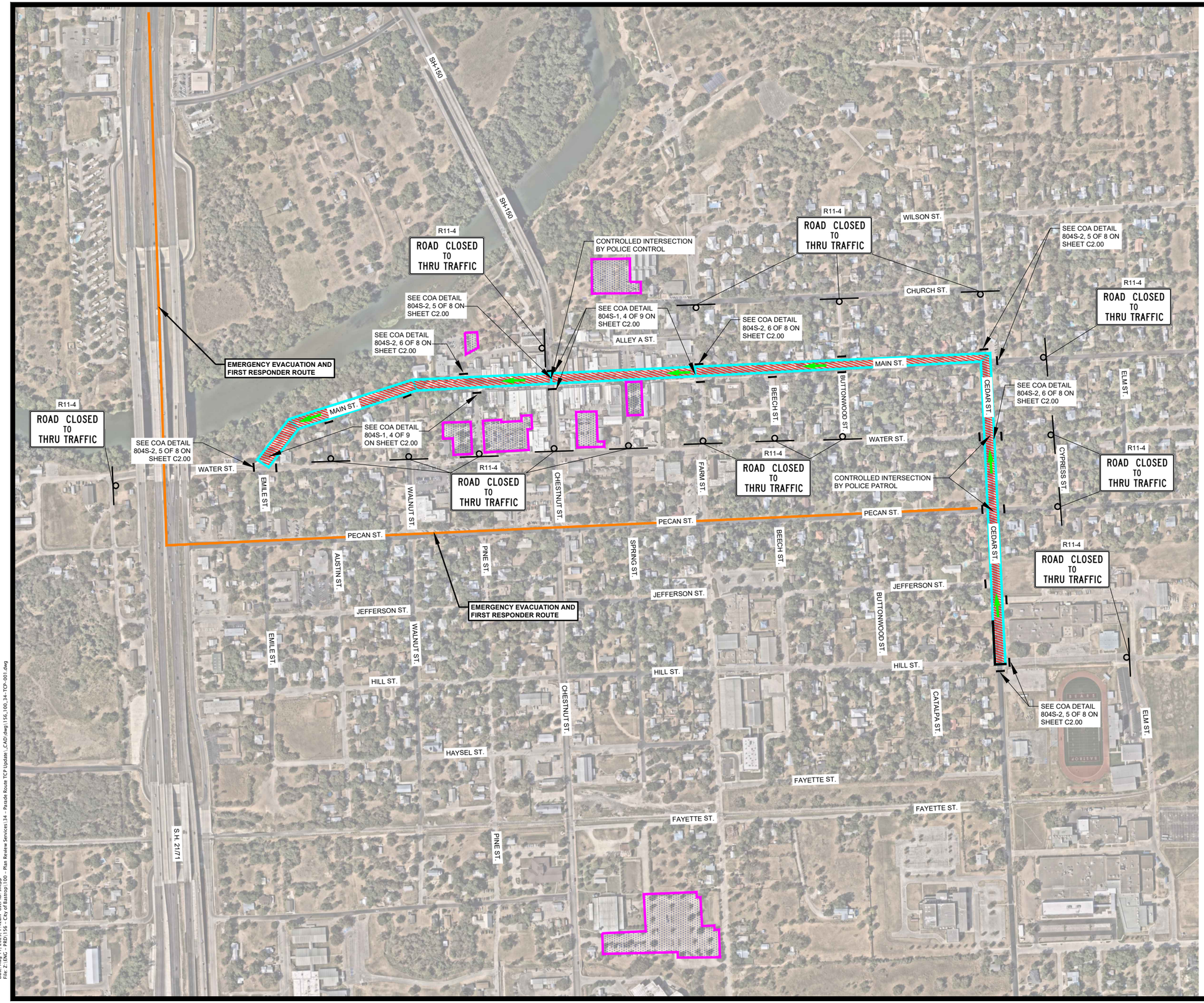
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REVISIONS:

DELTA	DESCRIPTION

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Date: Aug 11, 2025, 7:42am User ID: bhepp
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NORTH

0 250 500

SCALE: 1"= 500'

TRAFFIC CONTROL LEGEND

- PARKING AREAS
- WORK (PARADE ROUTE) AREA
- EMERGENCY EVACUATION AND FIRST RESPONDER ROUTE
- TYPE III BARRICADE
- DIRECTION OF PARADE TRAFFIC
- SIGN LOCATION

NOTES:

1) THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT ALONG THE HIGHLIGHTED PATH SHOWN.

2) TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24–HOURS BEFORE THE PARADE COMMENCES.

3) THE ANTICIPATED DURATION FOR THE PARADE IS 1–DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.

4) NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES NEEDING TO CROSS OVER THE PARADE ROUTE.

5) PECAN STREET AND CHESTNUT STREET (SH–150) SHALL HAVE POLICE–ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR POTENTIALLY LIFE–THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.

6) ADA–COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S–1, 4 OF 9 AS APPLICABLE.

7) FOR TYPICAL SINGLE DIRECTION STREET DETOUR SETUPS, REFER TO DETAIL 804S–2, 5 OF 8.

8) FOR TYPICAL BLOCK CLOSURE SETUPS WITH STREET DETOUR SETUPS IN BOTH DIRECTIONS, REFER TO DETAIL 804S–2, 6 OF 8.

9) TO AVOID DUPLICATE SIGNAGE, THE CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE TEMPORARY PARADE ROUTE SETUP MAY BE COVERED IF APPROPRIATE.

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08/11/2025

CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
TEMPORARY TRAFFIC CONTROL PLAN OVERALL LAYOUT

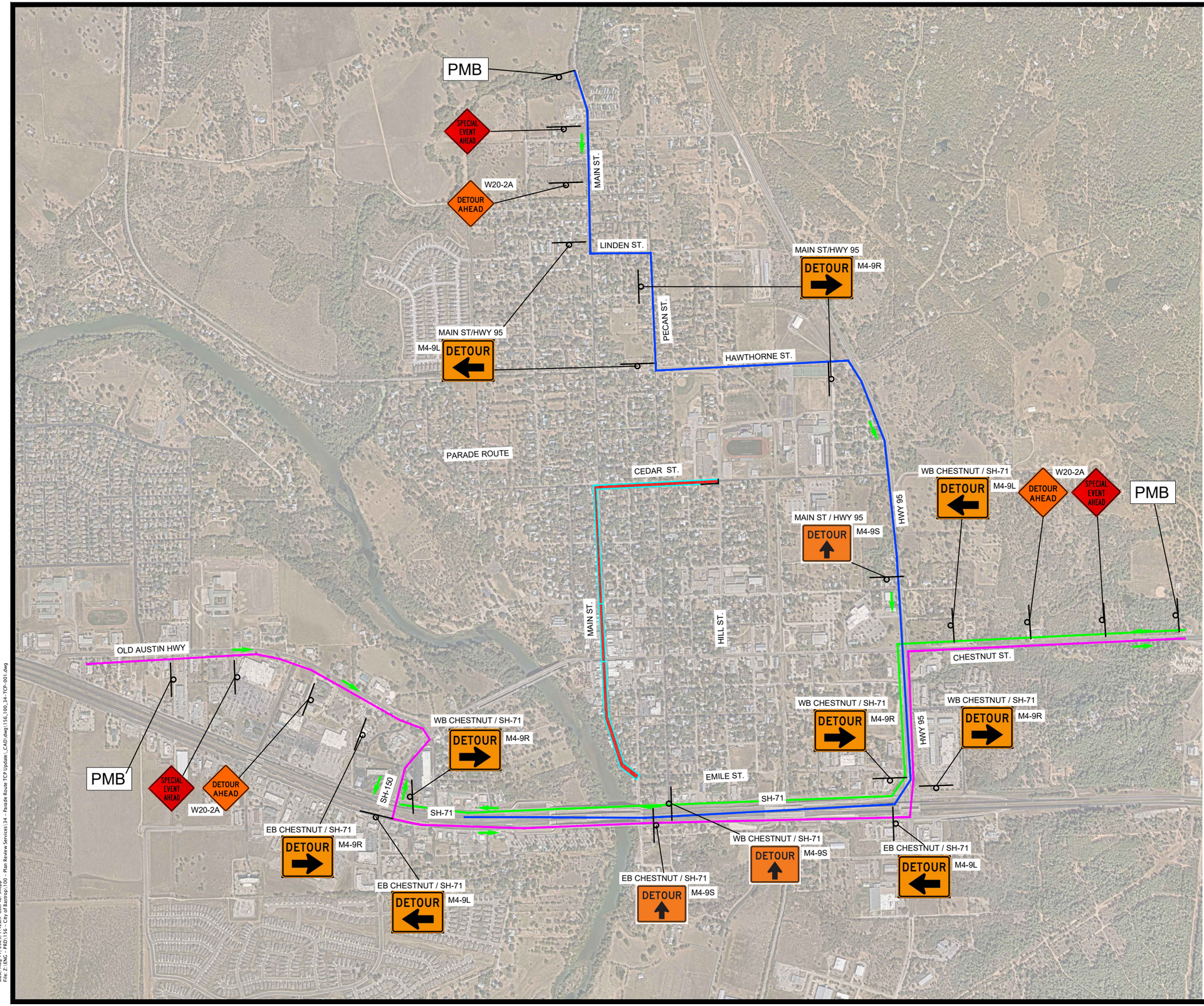
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REVISIONS:

DELTA	DESCRIPTION

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Date: Aug 11, 2025, 7:42am User ID: shepp
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TRAFFIC CONTROL LEGEND

- WORK (PARADE ROUTE) AREA
- PMB — PORTABLE PROGRAMMABLE MESSAGE BOARD
- DIRECTION OF PARADE TRAFFIC
- SIGN LOCATION
- WESTBOUND CHESTNUT / SH-71 DETOUR
- MAIN STREET / HWY-95 DETOUR
- EASTBOUND CHESTNUT / SH-71 DETOUR

NOTES:

1) THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT (HOMECOMING PARADE) ALONG THE HIGHLIGHTED PATH SHOWN.
2) TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24–HOURS BEFORE THE PARADE COMMENCES.
3) THE ANTICIPATED DURATION FOR THE PARADE IS 1–DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.
4) NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES NEEDING TO CROSS OVER THE PARADE ROUTE.
5) PECAN STREET AND CHESTNUT STREET (SH–150) SHALL HAVE POLICE–ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL, SHOULD EMERGENCY OR POTENTIALLY LIFE–THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.
6) ADA–COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S–1, 4 OF 9 AS APPLICABLE.
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9) TO AVOID DUPLICATE SIGNAGE, THE CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE TEMPORARY PARADE ROUTE SETUP MAY BE COVERED IF APPROPRIATE.

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CITY OF BASTROP
SPECIAL SMALL EVENT / PARADE ROUTE
TEMPORARY TRAFFIC CONTROL PLANS DETOUR PLANS

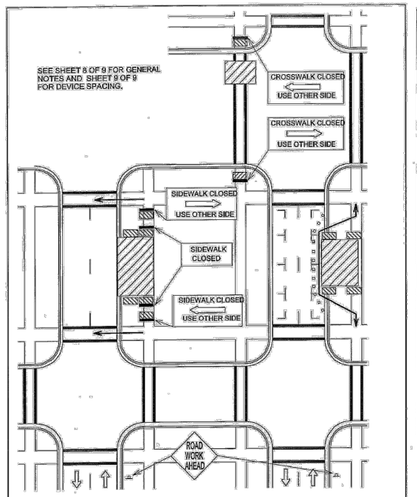
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CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

BYPASS WALKWAY, SIDEWALK AND CROSSWALK CLOSURES

ADOPTED 4/4/11

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-1 4 OF 9

Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet) 3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	Suggested Max. Device Spacing On a taper Meters (feet)	On a tangent Meters (feet)	Suggested Sign Spacing Meters (Feet) "X" Dimension
50	30	L=WS²/60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (50-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-80)	50 (160)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70	45		135 (450)	150 (495)	165 (540)	13 (45)	25-30 (80-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90	55	L=WS	165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

LEGEND
- Channelizing devices
- Trailer mounted flashing arrow board
- Flagger

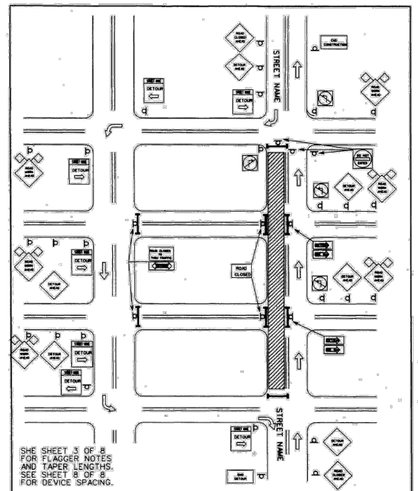
CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

DEVICE SPACING

ADOPTED 4/4/11

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-1 9 OF 9



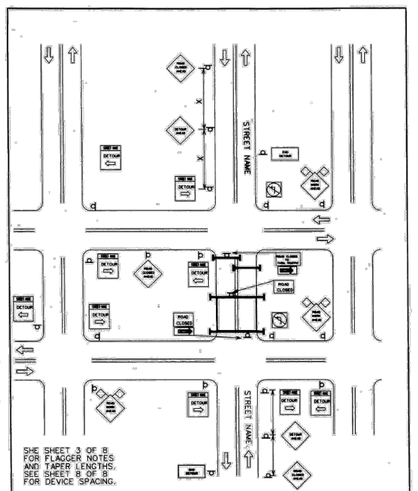
CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

STREET DETOUR SINGLE DIRECTION

3/3/06 ADOPTED

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-2 5 OF 8



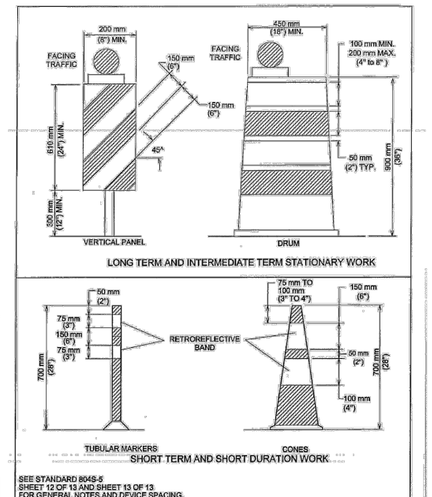
CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

STREET DETOUR BOTH DIRECTIONS

3/3/06 ADOPTED

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-2 6 OF 8



CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

CHANNELIZING DEVICES

ADOPTED 11/4/10

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5 1 OF 13

CHANNELIZING DEVICES

1.ALL CHANNELIZING DEVICES SHALL HAVE WARNING LIGHTS OR LARGE REFLECTORS WHEN USED AT NIGHT. FLASHING WARNING LIGHTS MAY BE PLACED ON CHANNELIZING DEVICES USED SINGULARLY OR IN GROUPS TO MARK A SPOT CONDITION. WARNING LIGHTS ON CHANNELIZING DEVICES USED IN A SERIES SHALL BE STEADY-BURN. CHANNELIZING DEVICES IN TAPERS AT NIGHT SHALL HAVE TYPE C WARNING LIGHTS.
2.THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE.
3.THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR OR SUPPLIER SHALL BE SHOWN ON THE NON-RETROREFLECTIVE SURFACE OF ALL CHANNELIZING DEVICES. THE LETTERS AND NUMBERS SHALL BE A NONRETROREFLECTIVE COLOR AND NOT OVER 50 mm (2") IN HEIGHT.
4.PARTICULAR ATTENTION SHOULD BE GIVEN TO ASSURE THAT CHANNELIZING DEVICES ARE MAINTAINED AND KEPT CLEAN, VISIBLE AND PROPERLY POSITIONED AT ALL TIMES. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

CONES

CONES SHALL PREDOMINANTLY BE ORANGE, FLUORESCENT RED-ORANGE, OR FLUORESCENT YELLOW-ORANGE IN COLOR, NOT LESS THAN 70 mm (28") IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. FOR NIGHT TIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETRONEFLECTION OF CONES SHALL BE PROVIDED BY A WHITE BAND 150 mm (6") WIDE, NO MORE THAN 75 TO 100 mm (3 TO 4") FROM THE TOP OF THE CONE, AND AN ADDITIONAL 100 mm (4") WHITE BAND A MINIMUM OF 50 mm (2") BELOW THE 150 mm (6") BAND. TRAFFIC CONES ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, CONES MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

TUBULAR MARKERS

TUBULAR MARKERS SHALL PREDOMINANTLY BE ORANGE IN COLOR, NOT LESS THAN 700 mm (28") IN HEIGHT. A MINIMUM 50 mm (2") WIDE WHEN FACING TRAFFIC AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES. FOR NIGHT TIME USE, TUBULAR MARKERS SHALL BE RETROREFLECTIVE PROVIDED BY TWO (2) 75 mm (3") WIDE WHITE BANDS PLACED A MAXIMUM OF 50 mm (2") FROM THE TOP, WITH A MAXIMUM OF 100 mm (6") BETWEEN BANDS. TUBULAR MARKERS ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, TUBULAR MARKERS MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

VERTICAL PANELS

VERTICAL PANELS SHALL BE 200 TO 300 mm (8 TO 12") WIDE AND AT LEAST 800 mm (24") IN HEIGHT. THEY SHALL HAVE ORANGE AND WHITE STRIPES, AND BE RETRO-REFLECTIVE. PANEL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE PANEL HEIGHTS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") STRIPES MAY BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

DRUMS

1. DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHT-WEIGHT FLEXIBLE AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 900 mm (36") IN HEIGHT, AND HAVE AT LEAST 450 mm (18") MINIMUM WIDTH, REGARDLESS OF ORIENTATION. STEEL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, CIRCUMFERENTIAL, ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES 100 TO 200 mm (4 TO 8") WIDE. EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) ORANGE AND TWO (2) WHITE STRIPES. ANY NON-RETROREFLECTIVE SPACES BETWEEN THE HORIZONTAL ORANGE AND WHITE STRIPES, SHALL NOT EXCEED 50 mm (2") WIDE. DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF ROADWORK OR OTHER DEBRIS.

2. DRUMS SHOULD NOT BE WEIGHTED WITH SAND, WATER OR ANY MATERIAL TO AN EXTENT THAT WOULD MAKE THE HAZARDOUS TO MOTORISTS, PEDESTRIANS OR WORKERS. WHEN THEY ARE USED IN REGIONS SUSCEPTIBLE TO FREEZING, THEY SHOULD HAVE DRAINAGE HOLES IN THE BOTTOM SO WATER WILL NOT ACCUMULATE AND FREEZE,CAUSING A HAZARD IF STRUCK BY A MOTORIST. BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM.

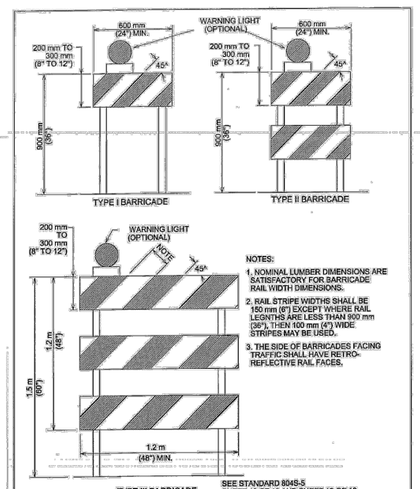
CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

CHANNELIZING DEVICES

ADOPTED 11/4/10

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5 2 OF 13



NOTES:
1. NOMINAL LUMBER DIMENSIONS ARE SATISFACTORY FOR BARRICADE RAIL WIDTH DIMENSIONS.
2. RAIL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE RAIL LEGNTHS ARE LESS THAN 900 mm (36"), THEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. THE SIDE OF BARRICADES FACING TRAFFIC SHALL HAVE RETRO-REFLECTIVE RAIL FACES.

SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

BARRICADES

ADOPTED 11/4/10

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5 3 OF 13

BARRICADES

1. BARRICADES SHALL BE OF THREE TYPES: TYPE I, TYPE II OR TYPE III.
2. STRIPES ON BARRICADE RAILS SHALL BE ALTERNATING ORANGE AND WHITE RETRO-REFLECTIVE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS). THE STRIPES SHALL BE 150 mm (6") WIDE, EXCEPT WHERE RAIL LENGTHS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. WHERE A BARRICADE EXTENDS ENTIRELY ACROSS A ROADWAY, THE SURFACE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE STRIPES MAY SLOPE DOWN-WARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES. WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.
4. BARRICADE RAILS SHOULD BE SUPPORTED IN A MANNER THAT WILL ALLOW THEM TO BE SEEN BY THE MOTORIST AND PROVIDE A STABLE SUPPORT NOT EASILY BLOWN OVER BY THE WIND OR TRAFFIC. FOR TYPE I BARRICADES, THE SUPPORT MAY INCLUDE OTHER UNSTRIPED HORIZONTAL PANELS NECESSARY TO PROVIDE STABILITY.
5. BARRICADES ARE LOCATED ADJACENT TO TRAFFIC AND ARE THEREFORE SUBJECT TO IMPACT WITH ERRANT VEHICLES. BECAUSE OF THEIR VULNERABLE POSITION AND THE HAZARD THEY COULD CREATE, THEY SHOULD BE CONSTRUCTED OF LIGHTWEIGHT MATERIALS AND HAVE NO RIGID STAY BRACING FOR A-FRAME DESIGNS. ALL BARRICADE SYSTEMS SHOULD BE CRASHWORTHY.
6. ON HIGH-SPEED EXPRESSWAYS OR IN OTHER SITUATION WHERE BARRICADES MAY BE SUSCEPTIBLE TO OVERTURING IN THE WIND, SANDBAGS SHOULD BE USED FOR BALLASTING. SANDBAGS MAY BE PLACED ON PARTS OF THE FRAME OR STAYS TO PROVIDE THE REQUIRED BALLAST BUT SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY HEAVY OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE.

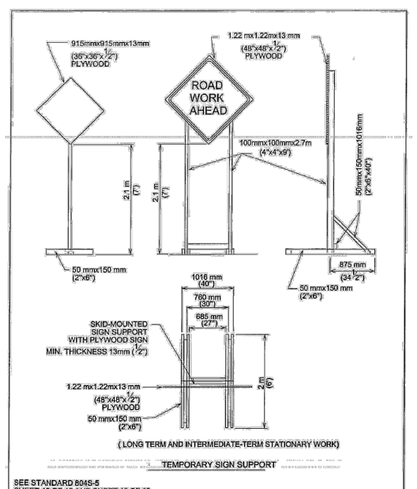
CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

BARRICADES

ADOPTED 11/4/10

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5 4 OF 13



SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

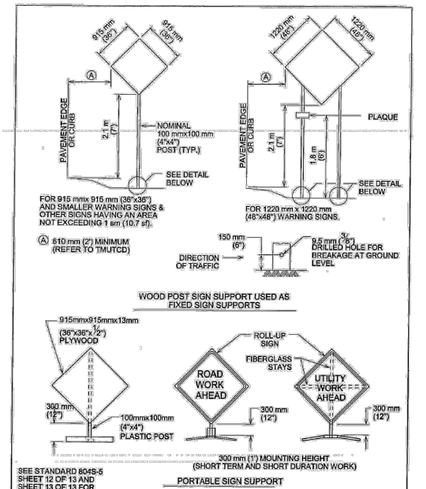
CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

TRAFFIC CONTROL SIGNS

ADOPTED 11/4/10

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5 5 OF 13



SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN — DEPARTMENT OF PUBLIC WORKS

TRAFFIC CONTROL SIGNS

ADOPTED 11/4/10

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5 6 OF 13

Freeland Turk
18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-032
SPRING BRANCH, TX 78070 TBPE FIRM F-2104

CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
TEMPORARY TRAFFIC CONTROL
PLANS DETAILS (SHEET 1 OF 2)

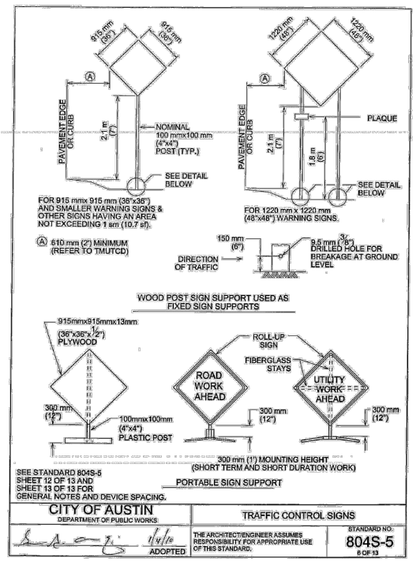
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DATE: 8/5/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

SHEET: C2.00

Date: Aug 11, 2025, 7:42am User ID: shepp
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CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

TRAFFIC CONTROL SIGNS

11/1/10
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5
8 OF 13

1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.
2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGEND.
3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACE ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7'), MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.3 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.
4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE OPERATIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1'), MEASURED FROM THE BOTTOM OF THE SIGN.
5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEWALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

TABLE VI-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Classification	Posted Speed	Sign Spacing ☆	Long-term Stationary Or Intermediate-term Stationary Approaching Warning Signs CW20 Series First CW22-1 Sign		Short-term Stationary Or Short Duration Approach Warning Signs CW22 Series		Other Warning Signs
			Standard	Minimum†	Standard	Minimum†	Standard
Convent.	KPH (MPH)	meter (feet)	mm (inches)	mm (inches)	mm (inches)	mm (inches)	mm (inches)
	50 (30)	40 (130)	1220x1220 (48x48)	915x915 (36x36)			
	60 (35)	60 (195)			915x915 (36x36)		915x915 (36x36)
	65 (40)	75 (245)					
	70 (45)	100 (325)		Use Standard Size		Use Standard Size	
	80 (50)	120 (400)					
	90 (55)	150 (500)					
	100 (60)	180 (600)			1220x1220 (48x48)		1220x1220 (48x48)
	100 (65)	210 (700)					
	115 (70)	240 (800)					
Exp. or Fwy.	☆☆	☆☆	↑	↑	☆☆☆	☆☆☆	☆☆☆

☆ MINIMUM DISTANCE FROM WORK TO 1st ADVANCE WARNING SIGN AND/OR DISTANCE BETWEEN EACH ADDITIONAL SIGN.
☆☆ FOR TYPICAL SIGN SPACINGS ON EXPRESSWAYS AND FREEWAYS, REFER TO THE CURRENT ADDITION OF TMUTCD.
☆☆☆ SMALLER SIGN SIZES MAY BE USED WHERE SIGN DESIGNS HAVE NOT BEEN INCLUDED IN THE "STANDARD HIGHWAY SIGNS DESIGN MANUAL".

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE 450 m (1500') OR MORE ADVANCE WARNING.
3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (½ MILE) OR MORE ADVANCE WARNING.
4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

TRAFFIC CONTROL SIGNS

11/1/10
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 804S-5
7 OF 13

Freeland Turk
18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0324
SPRING BRANCH, TX 78070 TBPE FIRM F-2104

CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE

TEMPORARY TRAFFIC CONTROL
PLANS DETAILS (SHEET 2 OF 2)

JOB: 156-100-34
DATE: 8/5/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

SHEET:
C2.01

Date: Aug 11, 2025, 7:42am User ID: shepp
File: Z:\ENG - PROJ\156 - City of Bastrop\100 - Plan Review Services\34 - Parade Route TCP Update_CAD\dwg\156_100_34-TCP-DTLS-001.dwg

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the October 27, 2026, Regular City Council Meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from October 27, 2026, Regular City Council Meeting.

ATTACHMENTS:

- DRAFT October 27th City Council Regular Meeting

CITY OF BASTROP
BASTROP CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, October 27, 2026

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, October 27, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Ishmael Harris, Mayor Pro-Tem John Kirkland, Council Member Cynthia Meyer, Council Member Perry Lowe, Council Member Kevin Plunkett

Council Members Absent

Council Member Kerry Fossler

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager/ Fire Chief Andres Rosales
City Secretary Michael Muscarello
Deputy City Secretary Nichole Heinrich
City Attorney Charles Zech
Assistant to the City Manager Vivianna Andres
Main Street Director Michaela Joyce
Development Services Director James Cowey
Finance Director Judy Sandroussi
Executive Administrative Assistant Taylor Andy
Fleet and Facilities Director, George Martinez
Superintendent Water/Wastewater, James Wilson

1. CALL TO ORDER

With a quorum present, Mayor Ishmael Harris called the Regular City Council Meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE - United States of America and Texas Flags

Shooter Goertz and Sally Samaniego led the Pledge of Allegiance.

3. INVOCATION

Pastor John Bishop, Jesus in the Park Ministry, delivered the Invocation.

4. PRESENTATIONS

Mayor Harris amended the order of the agenda moving to item 4D.

4D. Life Saving Award presented to Fire Department and EMS

4A. Mayor's Report

4B. Council Members' Report

DRAFT

4C. City Manager's Report

5. WORK SESSIONS/BRIEFINGS

5A. SH 71 Readdressing Committee Update

Submitted by: John Kirkland, Mayor Pro-Tem

6. STAFF AND BOARD REPORTS

None

7. CITIZEN COMMENT(S)

Citizen(s) addressing the City Council on an item, not on the agenda: John Bush

Citizen(s) addressing the City Council on an item, on the agenda: Carlos Liriano and Jim Jenkins

8. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. City Manager Carrillo-Trevino removed item 8A, 8B and 8F.

8C. Consider and act on the second reading of Ordinance No. 2026-40, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

8D. Consider and act on Resolution No. 2026-150, amending the Master Fee Schedule related to Solid Waste and Recycling fees, to modify the fees for solid waste services; as attached in Exhibit A.

Submitted by: Andres Rosales, Assistant City Manager

8E. Consider and act to approve Resolution No. R-2026-149 confirming Mayor Harris' reappointment of Lisa Holcomb to the Bastrop Economic Development Corporation (BEDC) Board of Directors for a two-year term; reappointment of Sumai Lokumbe to the Ethics Commission for a three-year term; appointment of Shana Quintanilla-Boyd to a three year term and Becky Schaeffer to an unexpired on the Historic Landmark Commission (HLC); appointment of Christy Foreman to the Bastrop

DRAFT

Housing Authority for a two-year term; and appointment of Debbie Denny to the Main Street Advisory Board for a two-year term.

Submitted by: Michael Muscarello, TRMC, CMC, CPM

8G. Consider and act to approve the Bastrop City Council minutes from the October 13, 2026, Regular City Council Meeting.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

MOTION: Mayor Pro-Tem Kirkland made a motion to approve the consent agenda items 8C, 8D, 8E, and 8G as presented. Council Member Plunkett seconded the motion. Council voted 4-0. Motion carried.

Mayor Harris amended the order of the agenda moving to item 9A.

9A. Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-45, approving the Fiscal Year 2026-2027 Annual Service Plan Update and Assessment Roll for Improvement Area No. 2 of the Valverde Public Improvement District (PID), making related findings and determinations under Chapter 372 of the Texas Local Government Code, and placing the item on the November 3, 2026, City Council Consent Agenda for a second reading.

Submitted by: Judy Sandroussi, Finance Director

Mayor Harris opened the public hearing at 7:38 p.m. No one spoke. Mayor Harris closed the public hearing at 7:38 p.m.

MOTION: Council Member Plunkett made a motion to approve the first reading of Ordinance No. 2026-45, approving the Fiscal Year 2026-2027 Annual Service Plan Update and Assessment Roll for Improvement Area No. 2 of the Valverde Public Improvement District (PID), making related findings and determinations under Chapter 372 of the Texas Local Government Code, and placing the item on the November 3, 2026, City Council Consent Agenda for a second reading. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

Mayor Harris amended the order of the agenda moving to item 8A.

8A. Consider and act on the second reading of Ordinance No. 2026-39, amending the Municipal Service Plan for +/-169.971 acres of land out of the Nancy Blakey Survey, Abstract No. 98, conveyed to Palm Properties, LLC recorded in Document No. 201903965 of the Official Public Records of Bastrop County, Texas located within the city limits of the City of Bastrop, Texas, located east of Farm to Market 20, and south of State Highway 71, more commonly known as "Bastrop West"; as shown in Exhibit A.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

DRAFT

8B. **Consider and act on the second reading of Ordinance No. 2026-19, on a request for Voluntary Annexation for +/-221.825 acres of land out of the Mozea Rouseau Survey, Abstract No. 56, described in instrument to Palms Properties, LLC recorded in Document No. 202401151 of the Official Public Records of Bastrop County, Texas, located in Bastrop County, Texas within the City of Bastrop Statutory Extraterritorial Jurisdiction, located east of Farm to Market 20, and south of State Highway 71, more commonly known as "Bastrop West"; as attached in Exhibit A.**

Submitted by: James E. Cowey, Director of Development Services

MOTION: Mayor Pro-Tem Kirkland made a motion to approve item 8A and 8B as presented. Council Member Lowe seconded the motion. Council voted 4-0. Motion carried.

Mayor Harris amended the order of the agenda moving to item 9B.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9B. **Consider and act on the first reading of Ordinance No. 2026-43, approving an amendment to the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the November 3, 2026, City Council Consent Agenda for a second reading.**

Submitted by: Judy Sandroussi, Finance Director and George Martinez, Fleet and Facilities Director

MOTION: Council Member Meyer made a motion to approve the first reading of Ordinance No. 2026-43, approving an amendment to the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the November 3, 2026, City Council Consent Agenda for a second reading. Council Member Lowe seconded the motion. Council voted 4-0. Motion carried.

9C. **Consider and act on Resolution R-2026-140, awarding a contract for the 4th Feeder System Improvement and Mercedes Reconductor Projects to Renegade Group, at a cost of $799,532.43 (seven hundred ninety-nine thousand five hundred thirty-two dollars and 43/100 cents); as attached in Exhibit A.**

Submitted by: Andres Rosales, Assistant City Manager

MOTION: Mayor Pro-Tem Kirkland made a motion to approve Resolution R-2026-140, awarding a contract for the 4th Feeder System Improvement and Mercedes Reconductor Projects to Renegade Group, at a cost of $799,532.43 (seven hundred ninety-nine thousand five hundred thirty-two dollars and 43/100 cents); as attached in Exhibit A. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

DRAFT

9D. **Consider and act on Resolution No. R-2026-147, authorizing city representatives in matters pertaining to the city's participation in the Texas Community Development Block Grant Program.**

Submitted by: Jill Strube, Ph.D., Business and Community Development Manager (BEDC)

MOTION: Council Member Meyer made a motion to approve Resolution No. R-2026-147, authorizing city representatives in matters pertaining to the city's participation in the Texas Community Development Block Grant Program. Council Member Plunkett seconded the motion. Council voted 4-0. Motion carried.

9E. **Consider and act on Resolution No. R-2026-144, to cast the City of Bastrop's ballot for the Texas Municipal League (TML) Region 10 Director election for a 2-year term ending 2028.**

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

MOTION: Mayor Pro-Tem Kirkland made a motion to nominate Mayor Na'cole Thompson for the Texas Municipal League (TML) Region 10 Director election for a 2-year term ending 2028. Council Member Lowe seconded the motion. Council voted 4-0. Motion carried.

9F. **Consider and act on the first reading of Ordinance No. 2026-41, amending the code of ordinances, related to Chapter 12 titled "Traffic and Vehicles", and amending Article 12.11 titled "Automated Red Light Enforcement" amending the ordinance to remove all sections (001,002,003,004,005,006,007,008,009,010, and 011) associated with automated red light enforcement; as attached in Exhibit A; and move to include on the November 3rd, 2026, Consent Agenda for the second reading.**

Submitted by: Vicky Steffanic, Chief of Police

MOTION: Council Member Plunkett made a motion to approve the first reading of Ordinance No. 2026-41, amending the code of ordinances, related to Chapter 12 titled "Traffic and Vehicles", and amending Article 12.11 titled "Automated Red Light Enforcement" amending the ordinance to remove all sections (001,002,003,004,005,006,007,008,009,010, and 011) associated with automated red light enforcement; as attached in Exhibit A; and move to include on the November 3rd, 2026, Consent Agenda for the second reading. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

9G. **Consider and act on the first reading of Ordinance No. 2026-42, amending the code of ordinances, related to Chapter 12 titled "Traffic and Vehicles," amending Article 12.14. titled "Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS" amending section 12.14.001 titled "Definitions" to include the definition of a Bicycle, the definition of a Pocket Bike / Mini Motor bicycle and incorporate clarification in the wording in the definition of a Dockless Vehicle; as attached in**

Exhibit A; and move to include on the November 3rd, 2026, Consent Agenda for the second reading.

Submitted by: Vicky Steffanic, Chief of Police

MOTION: Mayor Pro-Tem Kirkland made a motion to approve the first reading of Ordinance No. 2026-42, amending the code of ordinances, related to Chapter 12 titled "Traffic and Vehicles," amending Article 12.14. titled "Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS" amending section 12.14.001 titled "Definitions" to include the definition of a Bicycle, the definition of a Pocket Bike / Mini Motor bicycle and incorporate clarification in the wording in the definition of a Dockless Vehicle; as attached in Exhibit A; and move to include on the November 3rd, 2026, Consent Agenda for the second reading. Council Member Lowe seconded the motion. Council voted 4-0. Motion carried.

9H. Consider and act on the first reading of Ordinance No. 2026-44, amending the code of ordinances, related to Chapter 12 Titled "Traffic and Vehicles" amending Article 12.14. titled "Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS" amending section 12.14.002 titled "Operation and Parking of Motor Assisted Scooters, Electric Bicycles, and Bicycles equipped with GPS" to incorporate and remove certain verbiage related to parking for clarity and insert restrictions to prohibit "riding in certain areas"; as attached in Exhibit A; and move to include on the November 3rd, 2026, Consent Agenda for the second reading.

Submitted by: Vicky Steffanic, Chief of Police

MOTION: Council Member Plunkett made a motion to approve first reading of Ordinance No. 2026-44, amending the code of ordinances, related to Chapter 12 Titled "Traffic and Vehicles" amending Article 12.14. titled "Motor Assisted Scooters, Electric Bicycles, and Bicycles Equipped with GPS" amending section 12.14.002 titled "Operation and Parking of Motor Assisted Scooters, Electric Bicycles, and Bicycles equipped with GPS" to incorporate and remove certain verbiage related to parking for clarity and insert restrictions to prohibit "riding in certain areas"; as attached in Exhibit A; and move to include on the November 3rd, 2026, Consent Agenda for the second reading. Mayor Pro-Tem Kirkland seconded the motion. Council voted 4-0. Motion carried.

10. EXECUTIVE SESSION

10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section §551.086 to deliberate, vote, or take final action on a competitive matter regarding the City's wholesale power agreement with the Lower Colorado River Authority.

The City Council of the City of Bastrop convened into executive session at 8:35 p.m. in accordance with Texas Open Meetings Act, Section § 551.086 (Certain competitive

matters for public power utilities) of the Texas Government Code to discuss agenda item 10A.

The City Council of the City of Bastrop reconvened in Open Session at 8:53 p.m.

Mayor Harris announced no action taken in executive session.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the October 27th Regular Meeting at 8:53 p.m.

CITY OF BASTROP, TEXAS

_____
Ishmael Harris, Mayor

ATTEST:

_____
Nichole Heinrich, TRMC
Deputy City Secretary

DRAFT

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Consider action to approve the first reading of Ordinance No. 2026-46 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the November 17, 2026, City Council Consent Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director and Lance Dodge, Streets & Drainage Director

BACKGROUND/HISTORY:
The City Council adopted the FY2027 budget on September 8, 2026. Exhibit A to Ordinance No. 2026-43 outlines each proposed budget amendment for FY2027 in detail.

According to the Financial Management Policy, budgetary control is maintained at the department level for all Funds exceeding $25,000. Any interdepartmental transfer over $25,000 requires City Council approval.

The City Charter also stipulates that all budget amendments must be enacted by Ordinance.

FISCAL IMPACT:
See Exhibit A Fiscal Year 2027 Operating and Capital Budget Amendment detail and Exhibit B Ordinance. Exhibit A identifies the account that will provide the funding for the specified transaction.

RECOMMENDATION:
Judy Sandroussi, Finance Director recommends approval of the first reading of Ordinance No. 2026-46 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2027 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

ATTACHMENTS:

1. Exhibit A – Fiscal Year 2027 Operating and Capital Budget Amendment detail
2. Exhibit B – Ordinance No. 2026-46 Adopting the FY2027 Budget Amendment

ORDINANCE NO. 2026-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2027 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2027; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2027, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2027.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 3rd day of November 2027.

READ and ADOPTED on Second Reading on the 17th day of November 2027.

[Signature page to follow]

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

Exhibit A

City of Bastrop
FY2027 Operating and Capital Budget Amendments
Ordinance No. 2026-46

Amendment #1 - Right-of-way Topographic Survey for Sidewalk Design

Consideration of a budget adjustment to appropriate funds for a right-of-way topographic survey for sidewalk design (see details below) to be funded from Streets Fund Balance

	General Ledger #	GL Description	Increase (Decrease)
Increase	995-18-00-6003 plus the project code (each street has a project code)	Survey (Streets)	$ 172,370

Details:

*Abstract all adjoining deeds and create an AutoCAD boundary base map
*Texas811 Call and Coordination
*Set Project Horizontal and Vertical Control and create a control sheet for plan set
*Locate boundary corners along route and establish right-of-way/boundary lines to be used for the sidewalk design
*Design Topographic Survey of 11,355 total linear foot Project Corridor
*Resolved ROW for each project corridor

Summary of Costs by Project:

	Linear Feet (approximately)	Street Name	$ Amount
	2,750	Pine Street	$ 37,465
	1,625	Buttonwood Street	$ 28,315
	1,120	Pecan Street	$ 25,830
	3,685	Linden Street	$ 45,865
	2,175	Main Street	$ 34,895
Total	11,355		$ 172,370
	(approximately 2.15 miles)		

Datapoint Survey & Mapping II, LLC
TBPELS Firm #10194585
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240 | F: 726-777-4241

Proposal for
Right-of-way Topographic Survey for Sidewalk Design
City of Bastrop, Bastrop County, Texas

Date: September 25, 2026

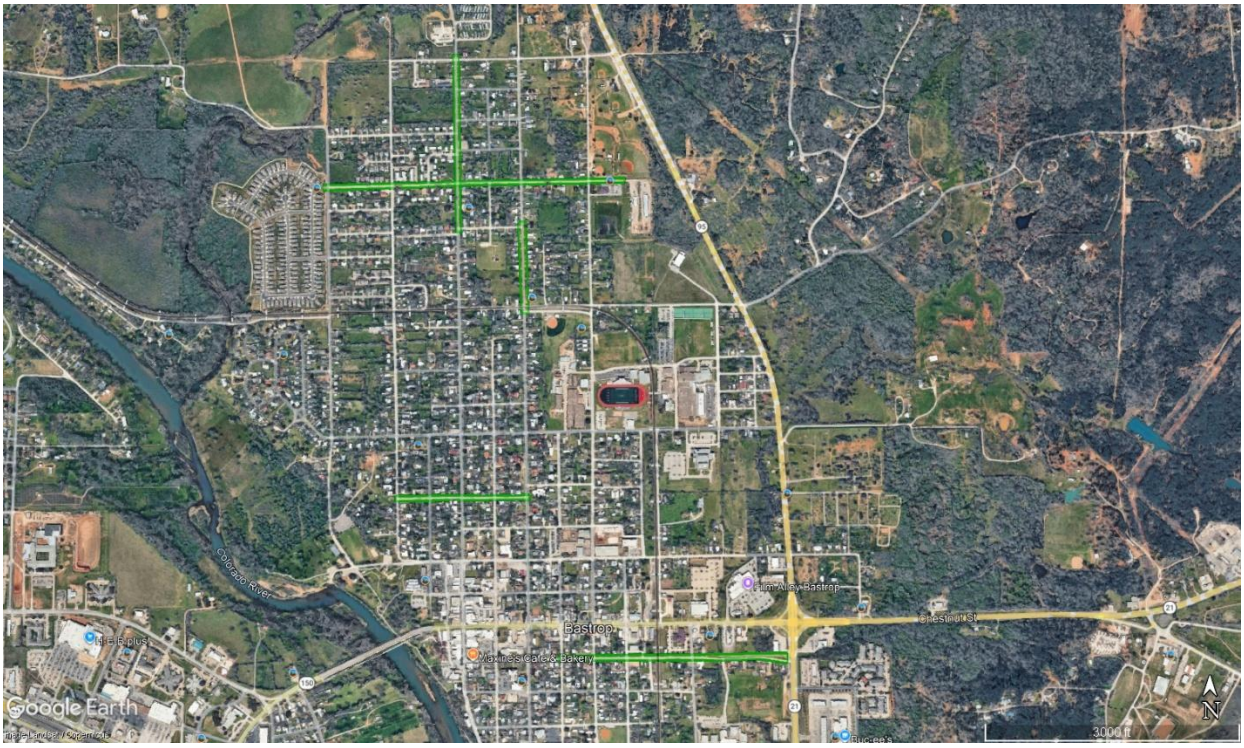
Attn: Vivianna Andres

Prepared By:
Adrian E. Reyes, RPLS
Regional VP of Survey Operations
c: 210-777-0041
d: 726-777-4235
e: adrian@datapointsurveying.com

Project Site

EXHIBIT A

Overall Site Map



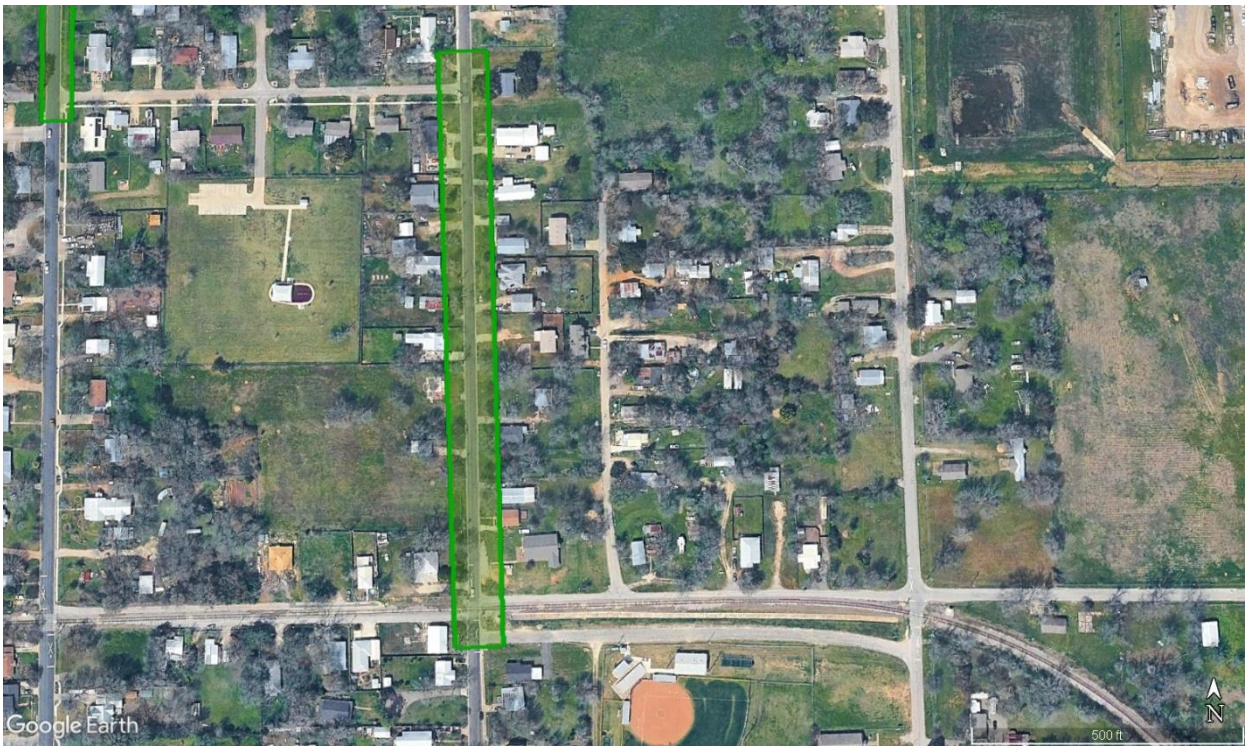
Pine St. (approx. 2,750 linear feet)



Buttonwood St. (approx. 1,625 linear feet)



Pecan St. (approx. 1,120 linear feet)



Linden St. (approx. 3,685 linear feet)



Main St. (approx. 2,175 linear feet)



Based upon our understanding of project requirements and discussions we have developed the following scope of services:

SCOPE OF SERVICES:

- Abstract all adjoining deeds and create an AutoCAD boundary base map
- Texas811 Call and Coordination
- Set Project Horizontal and Vertical Control and create a control sheet for plan set
- Locate boundary corners along route and establish right-of-way/boundary lines to be used for the sidewalk design
- Design Topographic Survey of 11,355 total linear foot Project Corridor
- Resolved ROW for each project corridor

PROPOSED PROJECT SCHEDULE:

A Datapoint Survey Crew will be on site the week within 10-15 days of Notice to Proceed to begin.

PROJECT UNDERSTANDINGS:

- The survey crew(s) need to remain on site until the survey is complete.
- Datapoint will set project horizontal and vertical control for proposed field work.

ASSUMPTIONS:

In preparing the proposal, we have assumed the following:

- Datapoint will not perform any work outside of the scope of services defined hereon without signed authorization.
- The budget estimate is to provide all services on a one-time basis.
- This proposal is subject to the terms and conditions detailed in the Engineering IDIQ Master Service Agreement between the City of Bastrop and Datapoint.

DELIVERABLES:

- Design topographic survey of the project corridor with resolved right-of-way/boundary throughout corridor (Buttonwood St., Pine St., Pecan St., Main St., Linden St.) (Exhibit A)
- Control (horizontal & vertical) Sheet for Civil Plan Set

FEE SCHEDULE:

Datapoint will provide the above-described services on a **time and materials fee basis** based on an MSA with the City of Bastrop. Any sub-contractor and material fees will be billed at cost plus 10%. We will not exceed our estimate without prior approval from the client. We estimate that the cost of the work for the options outlined above will be as follows:

Pine St. (approx. 2,750 linear feet)

Task No.	Surveying Scope Items	Fee Basis	Fee
100	Create a Project Basemap with all Parcel Tracts drawn and listed (estimated 45 parcels, 1 Railroad ROW and 1 TXDOT ROW)	T&M	$2,948
101	Texas811 Call and Coordination	T&M	$888
102	Set Project Horizontal and Vertical Control and create a control sheet for plan set	T&M	$3,878
103	Design Topographic Survey of approx. 2,750 linear feet to include spot elevations and grade breaks, contours, physical improvements, visible utilities, sewer inverts, trees, Texas811 locates. Benchmarks – establish two at each end of the project corridor.	T&M	$17,950
104	Locate Boundary Corners and Establish ROW along corridor. (to identify areas that may need easements created).	T&M	$11,803
		Sub Total:	$37,465
		Estimated Taxes:	$0
		Total:	**$37,465**

Buttonwood St. (approx. 1,625 linear feet)

Task No.	Surveying Scope Items	Fee Basis	Fee
100	Create a Project Basemap with all Parcel Tracts drawn and listed (estimated 24 parcels)	T&M	$1,488
101	Texas811 Call and Coordination	T&M	$888
102	Set Project Horizontal and Vertical Control and create a control sheet for plan set	T&M	$3,878
103	Design Topographic Survey of approx. 1,625 linear feet to include spot elevations and grade breaks, contours, physical improvements, visible utilities, sewer inverts, trees, Texas811 locates. Benchmarks – establish two at each end of the project corridor.	T&M	$14,615
104	Locate Boundary Corners and Establish ROW along corridor. (to identify areas that may need easements created).	T&M	$7,448
		Sub Total:	$28,315
		Estimated Taxes:	$0
		Total:	**$28,315**

Pecan St. (approx. 1,120 linear feet)

Task No.	Surveying Scope Items	Fee Basis	Fee
100	Create a Project Basemap with all Parcel Tracts drawn and listed (estimated 24 parcels and Railroad right-of-way)	T&M	$1,488
101	Texas811 Call and Coordination	T&M	$888
102	Set Project Horizontal and Vertical Control and create a control sheet for plan set	T&M	$3,878
103	Design Topographic Survey of approx. 1,120 linear feet to include spot elevations and grade breaks, contours, physical improvements, visible utilities, sewer inverts, trees, Texas811 locates. Benchmarks – establish two at each end of the project corridor.	T&M	$12,130
104	Locate Boundary Corners and Establish ROW and Railroad ROW along corridor. (to identify areas that may need easements created).	T&M	$7,448
		Sub Total:	$25,830
		Estimated Taxes:	$0
		Total:	**$25,830**

Linden St. (approx. 3,685 linear feet)

Task No.	Surveying Scope Items	Fee Basis	Fee
100	Create a Project Basemap with all Parcel Tracts drawn and listed (estimated 50 parcels)	T&M	$2,798
101	Texas811 Call and Coordination	T&M	$888
102	Set Project Horizontal and Vertical Control and create a control sheet for plan set	T&M	$3,878
103	Design Topographic Survey of approx. 3,685 linear feet to include spot elevations and grade breaks, contours, physical improvements, visible utilities, sewer inverts, trees, Texas811 locates. Benchmarks – establish two at each end of the project corridor.	T&M	$23,095
104	Locate Boundary Corners and Establish ROW along corridor. (to identify areas that may need easements created).	T&M	$15,208
		Sub Total:	$45,865
		Estimated Taxes:	$0
		Total:	**$45,865**

Main St. (approx. 2,175 linear feet)

Task No.	Surveying Scope Items	Fee Basis	Fee
100	Create a Project Basemap with all Parcel Tracts drawn and listed (estimated 40 parcels)	T&M	$2,648
101	Texas811 Call and Coordination	T&M	$888
102	Set Project Horizontal and Vertical Control and create a control sheet for plan set	T&M	$3,878
103	Design Topographic Survey of approx.2,175 linear feet to include spot elevations and grade breaks, contours, physical improvements, visible utilities, sewer inverts, trees, Texas811 locates. Benchmarks – establish two at each end of the project corridor.	T&M	$16,730
104	Locate Boundary Corners and Establish ROW along corridor. (to identify areas that may need easements created).	T&M	$10,753
		Sub Total:	$34,895
		Estimated Taxes:	$0
		Total:	**$34,895**

SUMMARY

Pine St. (approx. 2,750 linear feet)	**$37,465.00**
Buttonwood St. (approx. 1,625 linear feet)	**$28,315.00**
Pecan St. (approx. 1,120 linear feet)	**$25,830.00**
Linden St. (approx. 3,685 linear feet)	**$45,865.00**
Main St. (approx. 2,175 linear feet)	**$34,895.00**
TOTAL (11,355 total linear feet, 2.15-miles):	**$172,370.00**

ADDITIONAL SERVICES:

We have the capability to provide services outside of the agreed Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client. If awarded this project, we understand the work will be completed under the Master Service Agreement between the City of Bastrop and Datapoint. After you have reviewed the proposal, please contact me if you have any questions. We feel that our focus on safety and capacity of available labor and resources would allow us to complete the project within a reasonable schedule with a critical path approach and remain in line with the fee estimates included herein. We look forward to the opportunity to discuss further how we may assist the City of Bastrop to complete this project on time and within your budget and working with your team on this project.

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Consider and act on Resolution No. 2026-153 appointing representatives to the existing Transportation Master Plan / Safe Streets for All (SS4A) Steering Committee and adopting the updated membership roster in Exhibit A.

AGENDA ITEM SUBMITTED BY:
Brittany Dullard, Planning Manager

BACKGROUND AND PURPOSE:
The City of Bastrop is updating its Transportation Master Plan to guide future transportation improvements, address growth, and identify long-term mobility needs.

On May 12, 2026, City Council adopted Resolution No. R-2026-77, establishing the Steering Committee to examine safer roads, safer road users, and safer alternatives; coordinate public engagement; support development, implementation, and monitoring of the Safe Streets for All Safety Action (SS4A) Plan; and update the Transportation Master Plan (TMP).

Because the committee is already established, Council is being asked only to formalize appointments and replace the initial membership chart in R-2026-77. The proposed roster retains representation from City departments, Council, boards and commissions, partner organizations, schools, Bastrop County, and citizens. The first steering committee kickoff meeting is scheduled for November 10, 2026.

RECOMMENDATION:
Move to approve the resolution appointing the named members of the Transportation Master Plan/Safe Streets for All Steering Committee and adopting the updated roster in Exhibit A.

ATTACHMENTS:
- Resolution No. R-2026-77 (previously adopted)
- Resolution No. R-2026-153 (proposed)
- Exhibit A – Proposed Updated Steering Committee Membership Roster

RESOLUTION NO. R-2025-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPOINTING MEMBERS TO THE EXISTING TRANSPORTATION MASTER PLAN / SAFE STREETS FOR ALL (SS4A) STEERING COMMITTEE; ADOPTING AN UPDATED MEMBERSHIP ROSTER; AMENDING RESOLUTION NO. R-2026-77 TO REPLACE THE INITIAL MEMBERSHIP ROSTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, 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, on May 12, 2026, the City Council adopted Resolution No. R-2026-77, establishing the Transportation Steering Committee to support the Safe Streets for All Safety Action Plan and updates to the Transportation Master Plan; and

WHEREAS, the City Council desires to formalize appointments and adopt an updated membership roster representing City departments, boards and commissions, community organizations, partner agencies, and citizens; and

WHEREAS, the updated roster is intended to replace the initial membership chart in Resolution No. R-2026-77, without otherwise changing the committee's established purpose or responsibilities.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. **Appointments:** The City Council hereby appoints the individuals identified by name in the updated Transportation Master Plan / Safe Streets for All Steering Committee membership roster attached and incorporated herein as Exhibit A.

Section 3. **Updated Membership:** The City Council grants The City Council hereby

DRAFT

approves Exhibit A as the updated membership roster and replaces the initial membership chart included in Resolution No. R-2026-77 with Exhibit A. All other provisions of Resolution No. R-2026-77 remain in full force and effect. Positions identified as “TBD” or only by a representative designation remain pending appointment or designation. Individuals listed under “Non-Member Contacts” are not appointed as committee members by this Resolution.

Section 4. **Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 5. **Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 6. **Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 7. **Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 3rd day of November, 2026.

[Signature Page Follows]

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APPROVED:

***by*:** _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

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RESOLUTION NO. R-2026-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING A STEERING COMMITTEE THAT WILL: 1) EXAMINE ISSUES RELATED TO SAFER ROADS, SAFER ROAD USERS, AND SAFER ALTERNATIVES; 2) STREAMLINE AND STANDARDIZE PUBLIC PARTICIPATION AND ENGAGEMENT PROCEDURES; AND 3) DEVELOP, IMPLEMENT, AND MONITOR THE SAFE STREETS FOR ALL SAFETY ACTION PLAN PROGRESS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, 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, the Bastrop City Council recognizes that it is in the best interests of the community to streamline and standardize public participation and engagement procedures; and

WHEREAS, this Steering Committee will be established to additionally update the Transportation Master Plan; and

WHEREAS, the City of Bastrop recognizes that the Safe Streets for All (SS4A) Safety Action Plan should be developed, implemented, and monitored by staff together with a group of interested citizens; and

WHEREAS, the City of Bastrop has identified several people to serve on the initial Transportation Steering Committee (table below); and

Name	Title	Organization	Role
Brittany Epling	Senior Planner	City of Bastrop Development Services Representative	Expertise in planning / engineering / construction
Elizabeth Wick	Project Manager	City of Bastrop Engineering Department Representative	Expertise in planning / engineering / construction
Jason Alfaro	Director of Parks & Recreation	City of Bastrop Parks & Recreation Representative	Communication with the public and connection with Parks system
Lance Dodge	Director of Streets and Drainage	City of Bastrop Streets & Drainage Representative	Expertise in planning / engineering / construction
Mayor or designee	Councilmember	City of Bastrop City Council Representative	Communication with and rep. for the public
Chair of P/Z or designee	Commissioner	City of Bastrop P&Z Commission Representative	Communication with and rep. for the public
Jill Strube	Business & Community Dev.	EDC Representative	Grants administration and public participation
Chair of Main Street or designee	-	Main St Advisory Board Rep.	Public participation

Name	Title	Organization	Role
Chair of Parks Board or designee	-	Parks Board Representative	Rep. of community connected to Parks
Chair of HLC or designee	-	Historic Land Commission Representative	Rep. for historic places, place-making, and interests
Becki Womble or designee	Executive Director	Chamber of Commerce Rep.	Local business interests
Dr. Kristi Lee or designee	Superintendent	BISD Representative	School interests
TBD	-	Bastrop County Rep.	Provides expertise in intersection of work between City and County
TBD	Citizen	Citizen at Large	Rep. for community
TBD	Citizen	Citizen at Large	Rep. for community

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop, Texas, that:

Section 1. this Committee will meet regularly to monitor, evaluate, and update Transportation Safety Plans and Projects.

Section 2. that the City of Bastrop Council establishes and supports the work of the Transportation Steering Committee.

Section 3. Repealing Clause. All resolutions, parts of resolutions, or provisions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

[Signature Page to follow]

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Bastrop, Texas, on this the 12th day of May, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

Exhibit A: Transportation Steering Committee Roster			
Name	**Title**	**Organization**	**Role**
James Cowey	Director of Development Services	City of Bastrop Development Services Representative	Expertise in planning / engineering / construction
Elizabeth Wick	Project Manager	City of Bastrop Engineering Department Representative	Expertise in planning / engineering / construction
Vivianna Andres	Assistant to the City Manager	City of Bastrop City Manager Representative	Communications
TBD	Parks & Recreation Department Representative	City of Bastrop Parks & Recreation Representative	Communication with the public and connection with Parks system
Lance Dodge	Director of Streets and Drainage	City of Bastrop Streets & Drainage Representative	Expertise in planning / engineering / construction
Ishmael Harris	Mayor or Council Member	City of Bastrop City Council Representative	Communication with and rep. for the public
Rep of P/Z	Commissioner	City of Bastrop P&Z Commission Representative	Communication with and rep. for the public
Jill Strube	Business & Community Dev.	EDC Representative	Grants administration and public participation
Rachel Hatch	Rep of Main Street	Main St Advisory Board Rep.	Public participation
Jim Beggs	Rep of Parks Board	Parks Board Representative	Rep. of community connected to Parks
Blake Kaiser	Rep of HLC	Historic Land Commission Representative	Rep. for historic places, place-making, and interests
Becki Womble	Executive Director	Chamber of Commerce Rep.	Local business interests
Dr. Kristi Lee	Superintendent	BISD Representative	School interests
Tan-Li Sun	Bastrop County Engineer	Bastrop County Rep.	Provides expertise in intersection of work between City and County
Susan Nogues	Citizen/Business Owner	Citizen/Business Owner	Rep. for community
Matt Walker	Citizen/Business Owner	Citizen/Business Owner	Rep. for community
Non-Member Contacts			
Matthew Kelly	Engineer and Project Manager	TxDOT	Advisory
Jake Gutekunst/Madeleine Perches		The Goodman Corporation	Contractor/Advisor

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

Consider action to approve Resolution No. R-2026-145, which supports the 2026 Texas Municipal League (TML) Legislative Policy.

AGENDA ITEM SUBMITTED BY:

Submitted by: Jill Strube, Ph.D, Business and Community Development Manager (BEDC)

BACKGROUND/HISTORY:

In July, Texas Municipal League (TML) representative, Smithville City Councilmember Jim Jenkins, provided members of the Bastrop, Elgin, and Smithville elected officials and staff information about the TML Legislative Summit. In August, members of each municipality were asked to consider adopting resolutions that would support TML's key principles:

- Support of TML's adopted 2025–2026 principles, which generally oppose state preemption, erosion of local authority, unfunded mandates, restrictions on municipal advocacy, and other legislation detrimental to cities, while recognizing the need for predictable and sufficient municipal revenue.

- Recognition that these principles address municipal taxation, appraisal caps, debt and capital financing, preservation of the tax base, and economic-development authority, including differentiated positions on council-option appraisal-cap reductions and Type A and Type B economic-development corporations.

- Recognition that these principles also preserve municipal authority concerning development, extraterritorial jurisdictions, housing, subdivision platting, and environmental permitting, while supporting beneficial amendments to S.B. 2038 (2023) and H.B. 3167 (2019) and municipal consent for certain air permits.

- Recognition that these principles further address public rights-of-way, solid-waste franchise fees, transportation funding, public safety, grants, elections, legal notices, procurement, and related municipal administrative matters.

FISCAL IMPACT:

No direct impact to the City.

RECOMMENDATION:

Adopt the Resolution, which has been created based on the key principles presented August 25.

ATTACHMENTS:

1. Resolution R-2026-145 supporting the TML Legislative Policy

RESOLUTION NO. R-2026-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, SUPPORTING MUNICIPAL LEGISLATIVE PRINCIPLES OF THE TEXAS MUNICIPAL LEAGUE (TML) FOR THE 2027 TEXAS LEGISLATIVE SESSION

WHEREAS, the City of Bastrop is a member of the Texas Municipal League ("TML"), which develops legislative positions on matters affecting Texas municipalities; and

WHEREAS, TML's adopted 2025–2026 principles oppose state preemption, erosion of local authority, unfunded mandates, restrictions on municipal advocacy, and other legislation detrimental to cities, while recognizing the need for predictable and sufficient municipal revenue; and

WHEREAS, those principles address municipal taxation, appraisal caps, debt and capital financing, preservation of the tax base, and economic-development authority, including differentiated positions on council-option appraisal-cap reductions and Type A and Type B economic-development corporations; and

WHEREAS, those principles also preserve municipal authority concerning development, extraterritorial jurisdictions, housing, subdivision platting, and environmental permitting, while supporting beneficial amendments to S.B. 2038 (2023) and H.B. 3167 (2019) and municipal consent for certain air permits; and

WHEREAS, those principles further address public rights-of-way, solid-waste franchise fees, transportation funding, public safety, grants, elections, legal notices, procurement, and related municipal administrative matters; and

WHEREAS, the City Council supports continuation of these principles during development of the legislative program for the 2027 Texas legislative session, while recognizing that a final 2027 TML Legislative Program has not yet been adopted.

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

SECTION 1. FINDINGS. The foregoing recitals are true and correct and are incorporated into this Resolution as findings of the City Council.

SECTION 2. LEGISLATIVE PRINCIPLES. The City Council supports continuation of TML's adopted 2025–2026 principles and positions during development of the 2027 legislative program, including protection of municipal authority and fiscal stability and support for appropriate municipal funding, public-safety resources, infrastructure, development administration, and local governance.

The City Council also supports consideration of legislation reducing the municipal proposed-budget filing period from 30 days to 21 days and allowing political subdivisions to provide election-day polling-place choices outside the Countywide Polling Place Program. These are City-supported proposed priorities and are not represented as part of an adopted final 2027 TML Legislative Program.

SECTION 3. ADVOCACY AND DISTRIBUTION. The Mayor, Mayor Pro Tem, City Manager, City Attorney, and their designees are authorized to advocate consistently with this Resolution. City staff shall distribute this Resolution to TML, the Governor, the Lieutenant Governor, the Speaker of the Texas House of Representatives, and the City's state legislative delegation.

SECTION 4. REPEALER. All conflicting orders, ordinances, and resolutions are repealed to the extent of the conflict.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

SECTION 7. OPEN MEETING. The meeting at which this Resolution was adopted was open to the public, and notice was provided as required by the Texas Open Meetings Act, Texas Government Code Chapter 551, and other applicable law.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on this 3rd day of October, 2026.

CITY OF BASTROP, TEXAS

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Conduct a public hearing, consider and act on Ordinance No. 2026-47 regarding a request for a Conditional Use Permit to allow a second accessory dwelling unit on 0.8180 acres out of Farm Lot 16, West of Main Street located at 406 Cedar Street, an area zoned Single Family Residential (SF-1), within the city limits of Bastrop and move to include on the November 17, 2026, City Council meeting for a second reading.

AGENDA ITEM SUBMITTED BY:
James E. Cowey, Director of Development Services

ITEM DETAILS:

Site Address:	406 Cedar Street
Total Acreage:	0.818 acres
Legal Description:	0.818 acres out of Farm Lot 16, West of Main Street
Property Owner:	Mark Fittz and Michelle Fittz
Existing Use:	Single Family Residential
Existing Zoning:	Single Family Residential (SFR-1)
Future Land Use:	Neighborhood Residential

BACKGROUND AND PURPOSE:
The property located at 406 Cedar Street is currently zoned for single-family residential use. Within this zoning district, a second accessory dwelling unit requires approval of a Conditional Use Permit by the City Council following a recommendation from the Planning and Zoning Commission.

The property owner previously installed a yurt on the property to accommodate their daughter and is now requesting approval for a second accessory dwelling unit to house additional family members. The proposed unit would accommodate the family's evolving housing needs on the existing lot, allowing family members to reside on the same property without further subdivision.

POLICY EXPLANATION:
The purpose of a conditional use permit is to provide a public review process for certain uses that may be appropriate in a zoning district only if tailored to the site and context through conditions to ensure compatibility and protection of public health, safety, and welfare, consistent with Texas Local Government Code Ch. 211.

Per Sec. 14.13.005 Conditional Uses F. Standards for Approval (Findings). City Council may approve a CUP (with or without conditions) only on finding that the application:

1) Is consistent with the Comprehensive Plan and the stated purpose of the zoning district.

The comprehensive plan identifies this property as neighborhood residential which is intended to support a variety of single-family housing options in a suburban setting with well-planned streets, green spaces, and community amenities. These areas provide a balance between residential development, open space, and connectivity, creating stable, long-term neighborhoods that foster a strong sense of community.

2) Is compatible with and not detrimental to adjacent properties, considering building scale, site layout, hours, intensity, and expected external effects (noise, vibration, dust, odor, glare, traffic, on-street parking)

The proposed accessory dwelling unit (ADU) is not anticipated to adversely affect adjacent properties or create additional off-site impacts. On-site parking will be provided to accommodate the ADU and minimize potential parking impacts on neighboring properties and surrounding streets.

3) Provides adequate access, circulation, parking, and loading without creating unsafe conditions or undue congestion on the transportation network.

The site plan was reviewed to confirm that adequate parking is provided on the property and that its layout supports safe vehicle access and circulation without creating hazardous conditions for motorists or pedestrians.

4) Is served by, and will not overburden, public facilities and services (water, wastewater, drainage, police/fire/EMS), with any necessary improvements or phasing secured by conditions.

The property owner proposes to install an emergency access pathway designed to support the weight of fire apparatus and facilitate Fire Department access to the accessory dwelling unit (ADU). Because the ADU is located toward the rear of the lot, the pathway is intended to improve emergency vehicle access and enable fire personnel and equipment to reach the unit more readily.

5) Provides appropriate screening, buffering, lighting control, and site/operational measures to mitigate offsite impacts—especially where the site adjoins residential or P/OS districts.

The proposed accessory dwelling unit will meet the applicable setback requirements for the single-family residential zoning district. The property will retain its single-family residential zoning designation, and both the accessory dwelling unit and any associated site improvements will remain subject to all applicable zoning and development regulations.

6) Complies with all applicable overlay standards, adopted master plans, and other provisions of this Code.

The proposed use complies with the applicable standards of District 1832 and all other relevant provisions of this Code, including the requirements governing the use and development of the property.

7) Will not result in a material adverse cumulative effect in combination with other approved conditional uses in the area.

There are currently no other approved conditional uses in the area. The proposed use is not anticipated to create adverse cumulative impacts or interfere with the compatibility of

future conditional uses in the vicinity. Any future conditional use requests would be evaluated individually, taking into consideration the proposed use, surrounding development, and potential cumulative impacts.

PUBLIC NOTICE:
The Bastrop Development Code requires a public hearing before the Planning and Zoning Commission followed by City Council consideration. For Conditional Use Permits, mailed notice is provided to property owners within 200 feet and a zoning notice sign must remain posted through final Council action.

Newspaper Notice in the Elgin Courrier: October 1, 2026
Mailed Notice to Property Owners within 200 ft: October 1, 2016
Zoning Sign Posted on the property: October 1, 2026

At the time of this report, there were two (2) public comments received in opposition and two (2) public comments received in favor.

If the Planning and Zoning Commission unanimously recommends denial, the Bastrop Development Code requires a three-fourths vote of all City Council members for Council approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission is scheduled to make a recommendation to the City Council at their regularly scheduled meeting on October 29, 2026.

RECOMMENDATION:
Conduct a public hearing, consider and act on Ordinance No. 2026-47 regarding a request for a Conditional Use Permit to allow a second accessory dwelling unit on 0.8180 acres out of Farm Lot 16, West of Main Street located at 406 Cedar Street, an area zoned Single Family Residential (SF-1), within the city limits of Bastrop and move to include on the November 17, 2026, City Council meeting for a second reading.

ATTACHMENTS:
- Ordinance No. 2026-47
- Attachment 1 – Location Map
- Attachment 2 – Site Plan
- Attachment 3 – ADU

ORDINANCE 2026-47

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A SECOND ACCESSORY DWELLING UNIT USE ON 0.8180 ACRES OUT OF FARM LOT 16, WEST OF MAIN STREET LOCATED AT 406 CEDAR STREET, AN AREA ZONED SINGLE FAMILY RESIDENTIAL (SF-1), WITHIN THE CITY LIMITS OF BASTROP AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance 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, the City of Bastrop, Texas (City) is a Home-rule City acting under its Chapter 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 April 29, 2026, Mark Fittz (the “Applicant) submitted a request for a Conditional Use Permit (CUP) to add a second accessory dwelling unit use at 406 Cedar Street within the city limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

WHEREAS, the Property is currently zoned as Single Family Residential (SFR-1) and requires approval of a Conditional Use Permit by the City Council following a recommendation from the Planning and Zoning Commission; and

WHEREAS, the applicant’s proposed development, with the stated conditions, meets the intent of the Bastrop Development Code, Section 14.13.005, Conditional Uses; and

WHEREAS, pursuant to Section 14.13 of the City’s Bastrop Development Code, notice of the CUP was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the CUP request on October 29, 2026, at which the public is given the opportunity to give testimony and present written evidence and as required by the City Charter; and

WHEREAS, the City of Bastrop Planning and Zoning Commission held a public hearing on October 29, 2026, and made a recommendation to approve/deny the request with a vote of X-X; and

WHEREAS, the City Council has reviewed this request for zoning, and finds the request to be reasonable and proper under the circumstances.

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

Section 1. **Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. A Conditional Use Permit to add a second accessory dwelling unit use at 406 Cedar Street, within the city limits of Bastrop, Texas as more particularly shown on Exhibits A, shall be and is hereby approved with the following conditions:

a. Construction and permits submitted shall be in conformance with the City of Bastrop regulations.
b. All necessary permits for the proposed development shall be acquired prior to construction on the subject property.
c. A Building Permit shall be applied for and secured within one (1) year from the date the conditional use permit is granted (second reading of the ordinance).
d. The wastewater discharge will comply with the City of Bastrop utility requirements in Chapter 13, Article 13.03, Sections 1 – 10, which regulates the discharge of water in public sewers.

Section 3. **Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. **Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. **Repeal.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

DRAFT

Section 6. **Effective Date.** This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. **Proper Notice and Meeting.** 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on this the 3rd day of November 2026.

READ & ADOPTED on Second Reading on this the 17th day of November 2026.

APPROVED:

***by*: _____**
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

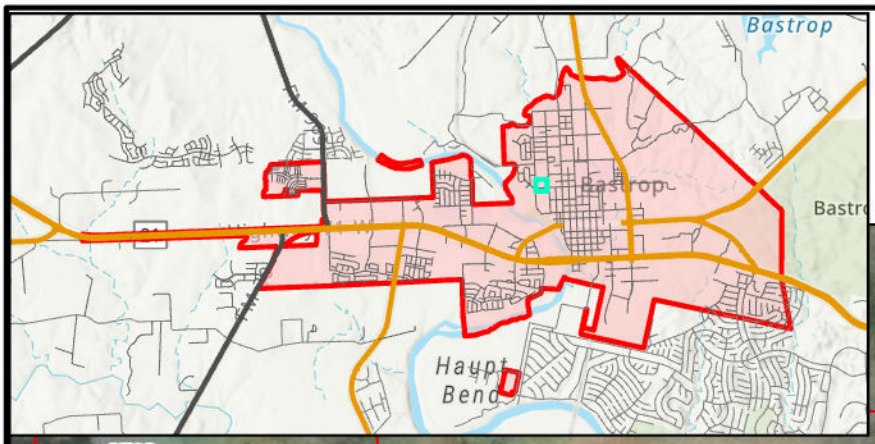
DRAFT

EXHIBIT A

BASTROPTX

Attachment 1
Notification Map

406 Cedar Street, Bastrop, TX 78602



1701
30965
30775
30974
1607
30920
31073
30983
31001
1606
1605
406
1603
31037
31010
31055
31019
30947
31109
402
31064
404
408
410
412
Cedar St
Cedar St
409
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31253
75392

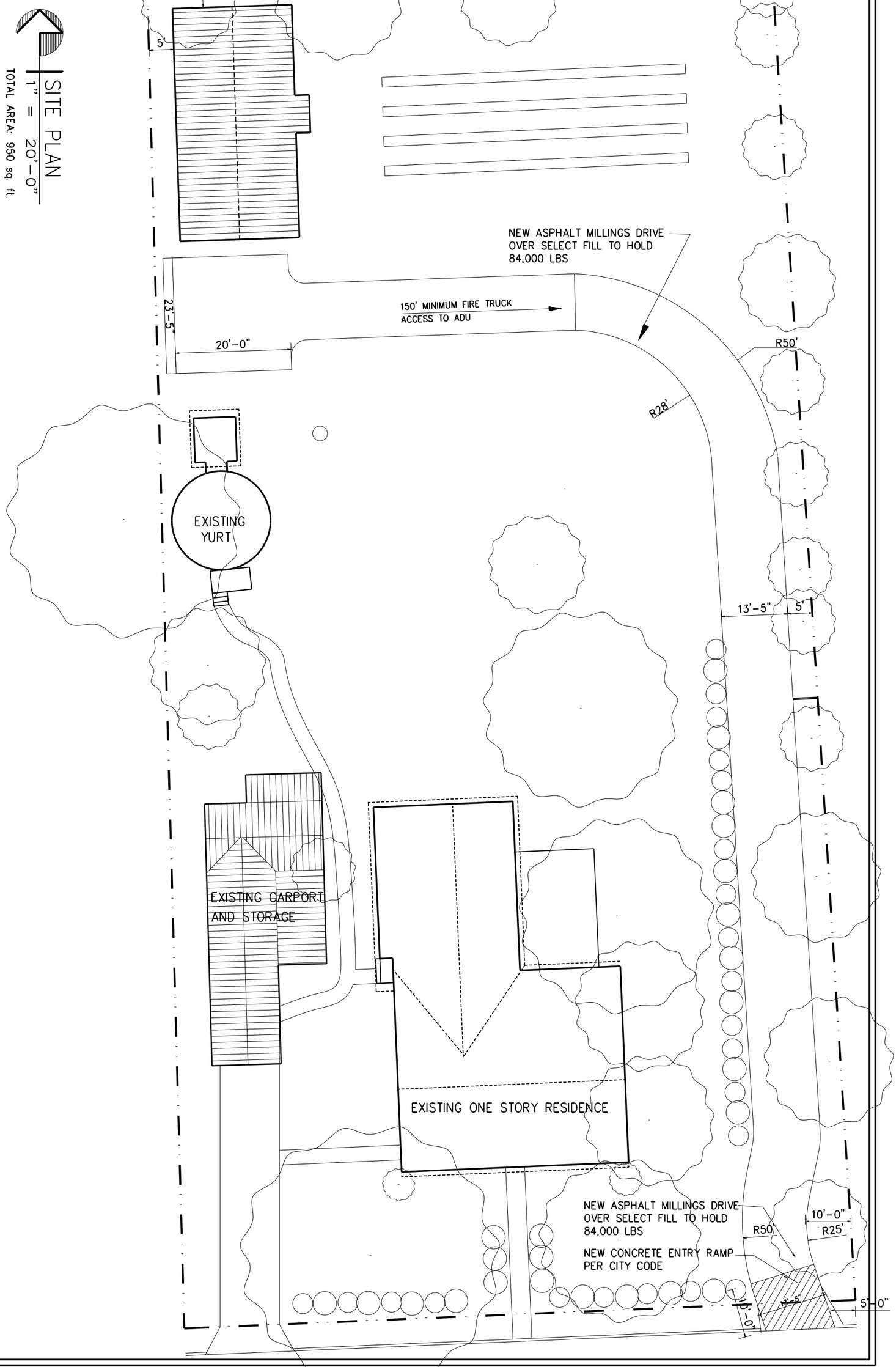
N

0 50 100 150 200 US Feet

10/21/2026

Scale: 1:1,016

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to dep boundaries between private and pub This map is general in nature and is n for navigational purposes.

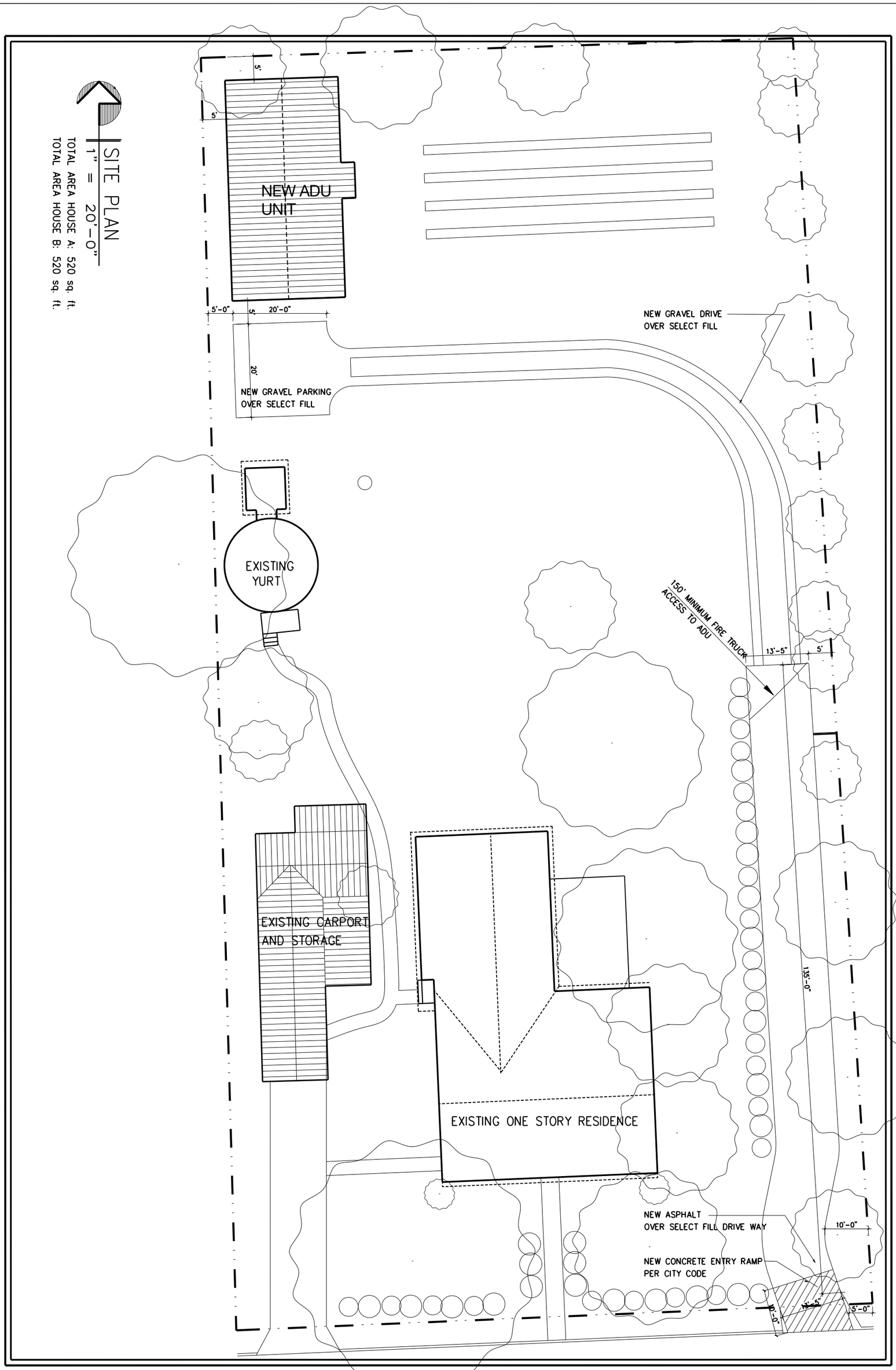


A1.00

STUDIO FITTZ
DESIGN + BUILD
www.studiofittz.com
406 CEDAR STREET BASTROP, TEXAS 78602
817.715.9540 MARK@STUDIOFITTZ.COM

NEW ACCESSIBLE DWELLING UNIT
FOR
MARK & MICHELLE FITTZ
406 CEDAR STREET BASTROP, TEXAS 78602

DATE: JUNE 2026
DRAWN BY: MDF
DESIGNED BY: MDF, FITTZ & SHIPMAN, INC.

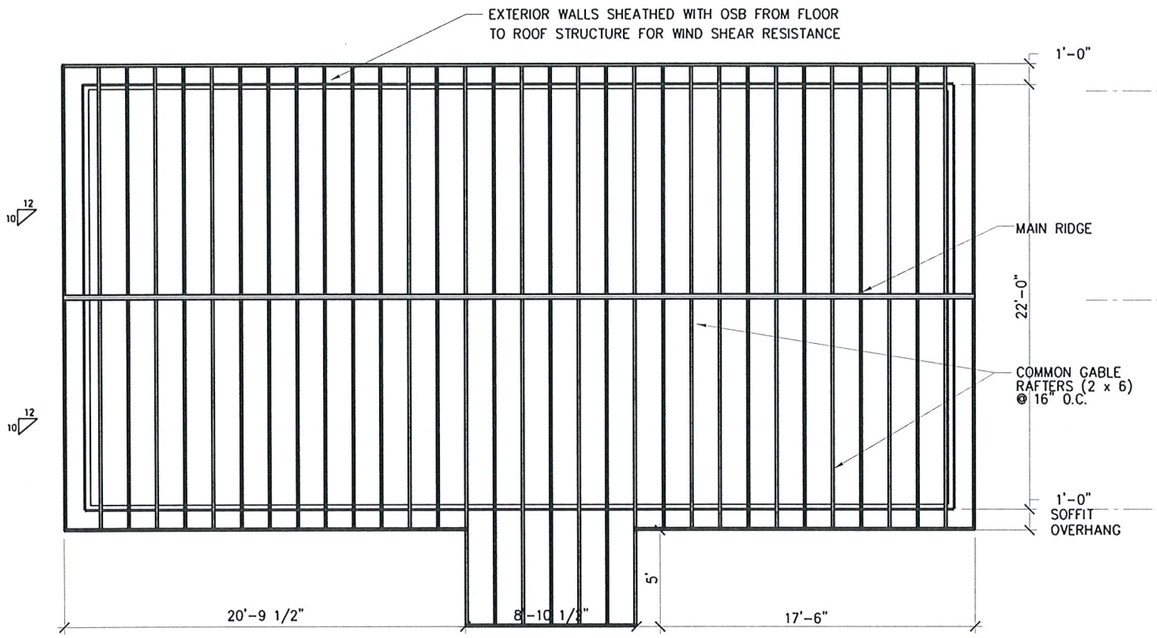


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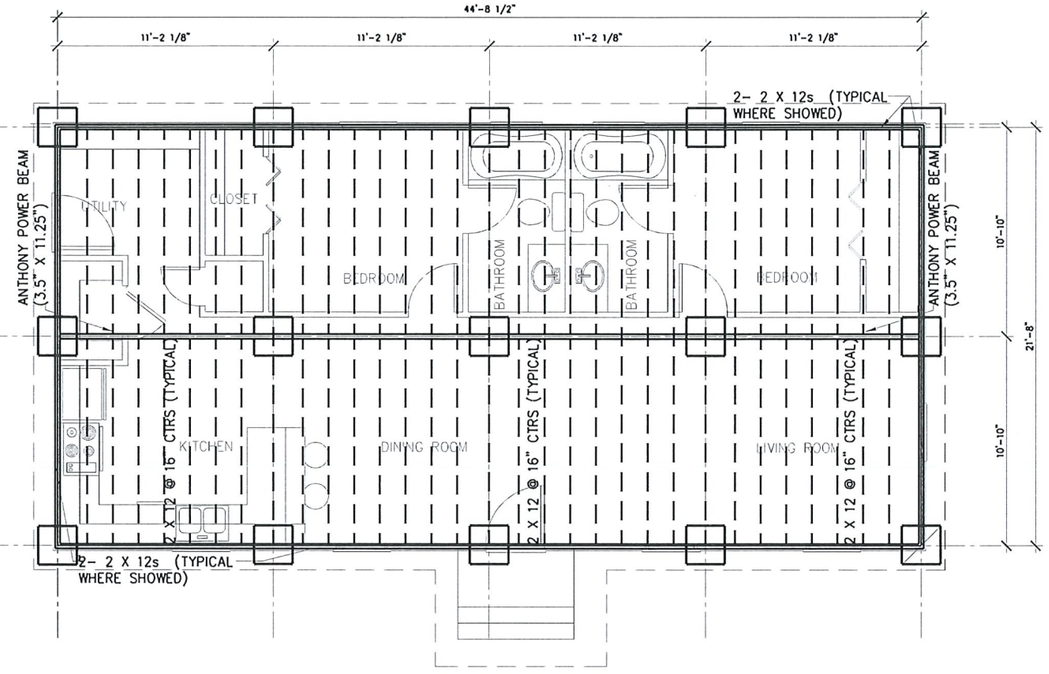
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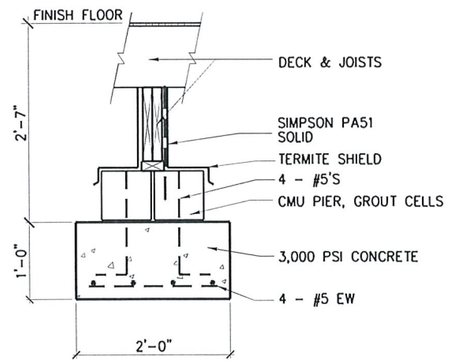
DATE: JUNE 2026
DRAWN BY: MDF
DESIGNED BY: MDF, FITTZ & SHIPMAN, IN



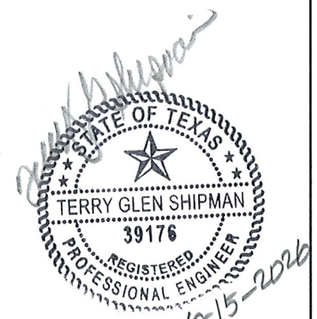
ROOF FRAMING & WALL BRACE PLAN
SCALE: 1/8"= 1'-0"



FOUNDATION PLAN
SCALE: 1/8"= 1'-0"



TYPICAL FOOTING
SCALE: 1/32"= 1'-0"



F&S # 24038 T3

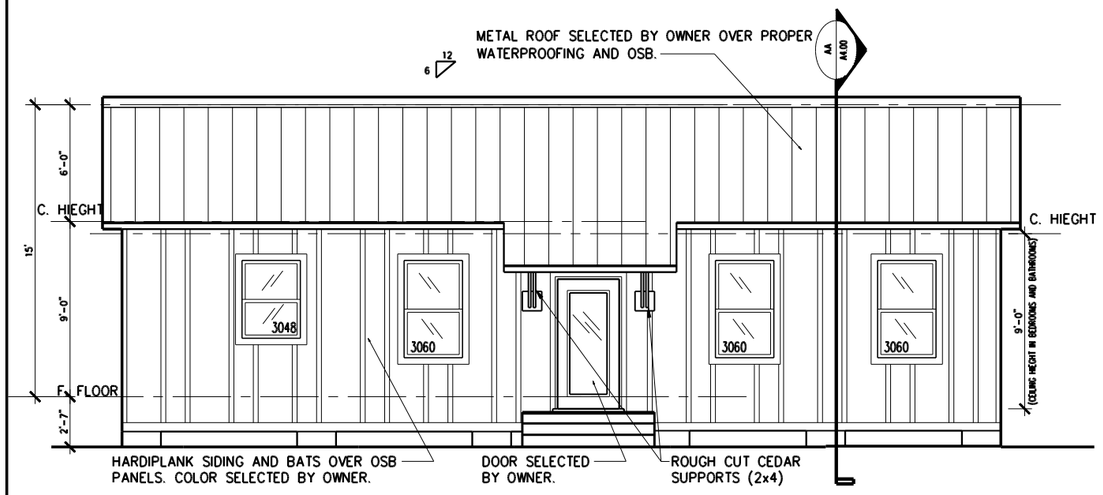
FITTZ & SHIPMAN, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
1405 CORNERSTONE COURT
BEAUMONT, TX 77706
(409) 832-7238

DATE: JUNE 2026
DRAWN BY: MDF
DESIGNED BY: MDF, FITTZ & SHIPMAN, INC.

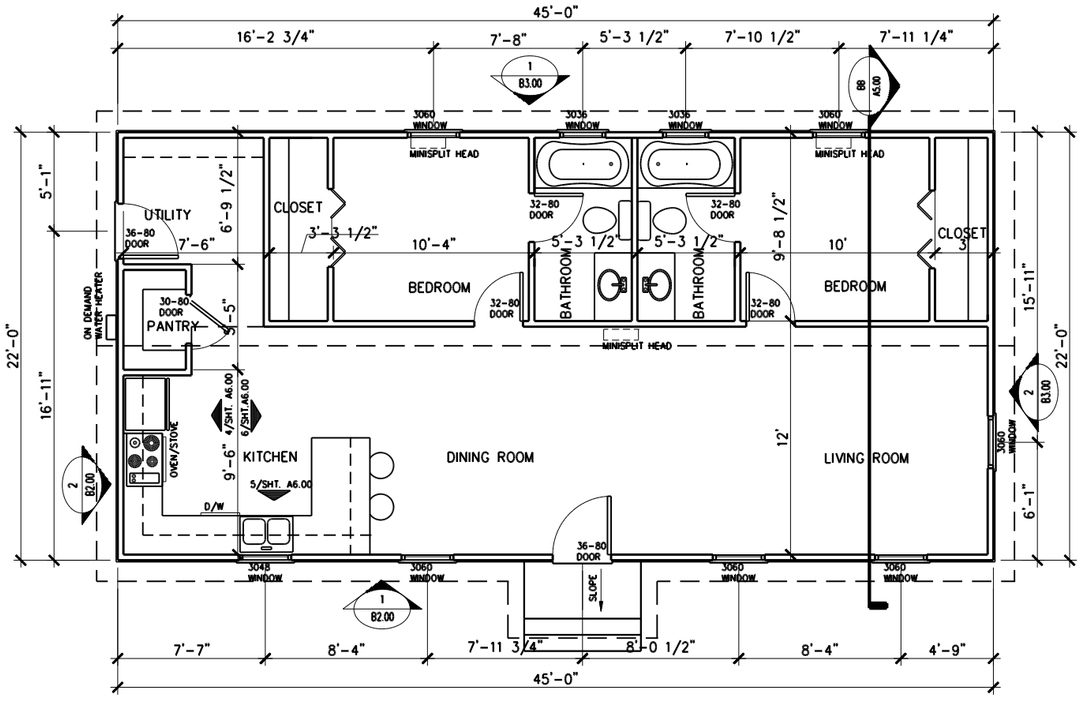
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S2.00

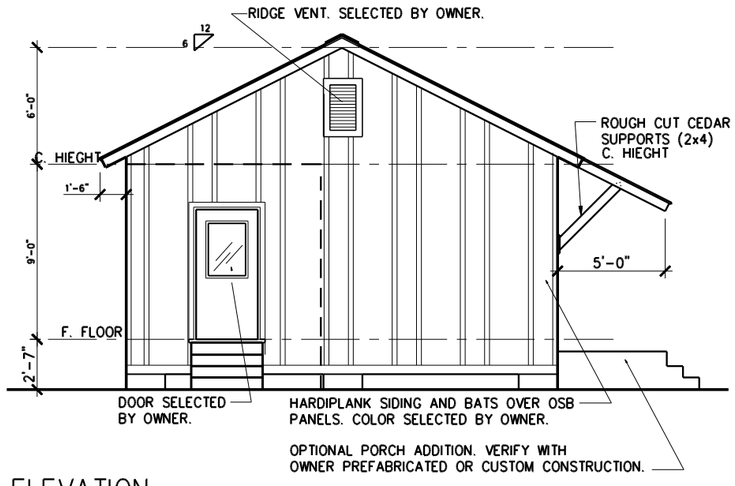


1 SOUTH ELEVATION
SCALE: 1/8"= 1'-0"



CONSTRUCTION FLOOR PLAN
SCALE: 1/8"= 1'-0"

TOTAL AREA: 950 sq. ft.



2 WEST ELEVATION
SCALE: 1/8"= 1'-0"

GENERAL NOTES:

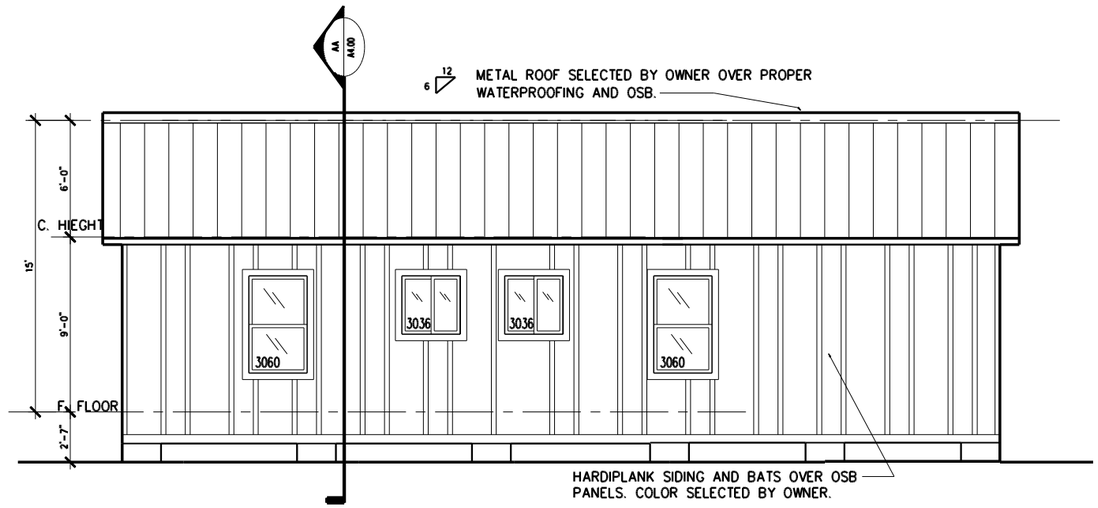
2. WATER HEATER TO BE LOCATED PER OWNERS SPECIFICATIONS.
3. REFERENCE ENGINEER'S STRUCTURAL DRAWINGS FOR EXACT LOCATIONS OF ALL FOOTINGS, THEIR SIZING & ATTACHMENT DETAILS TO FLOOR SYSTEM.
4. HOUSE IS TO BE WRAPPED WITH 3/4" THK OSB TONGUE & GROOVE PANELS. STAGGER PANELS AT INSTALATION.
5. ALL EXTERIOR WALLS TO BE INSULATED WITH HARDIPLANK BOARD AND BAT SIDING. SEE SHEET A2.00 FOR DETAILS.
6. SHEETROCK APPLIED AT INTERIOR WALLS AND CEILINGS.
7. ALL CLOSETS TO HAVE ROD & SHELF. 9'-0" CEILINGS.
8. BEDROOMS AND BATHROOMS TO HAVE 9'-0" CEILINGS.
9. ALL FLOORS TO BE CHOSEN BY OWNER.
10. INTERIOR CEILINGS AND WALLS PAINTED TO OWNERS SPECIFICATION.

NEW ACCESSIBLE DWELLING UNIT
FOR
MARK & MICHELLE FITTZ
406 CEDAR STREET BASTROP, TEXAS 78602

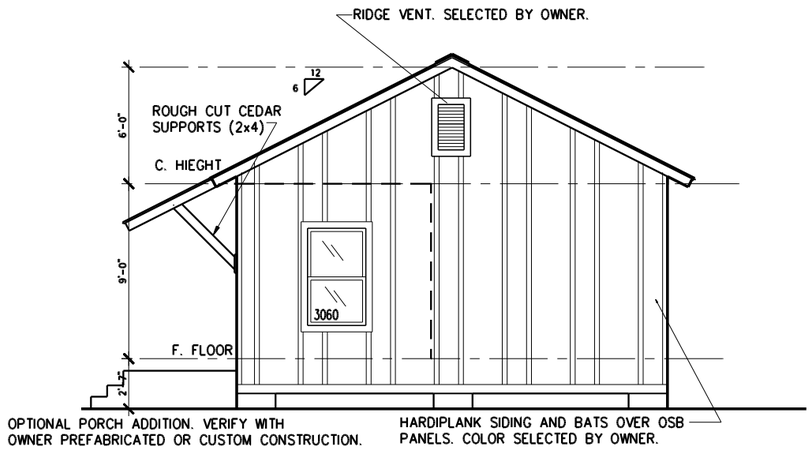
DATE: JUNE 2026
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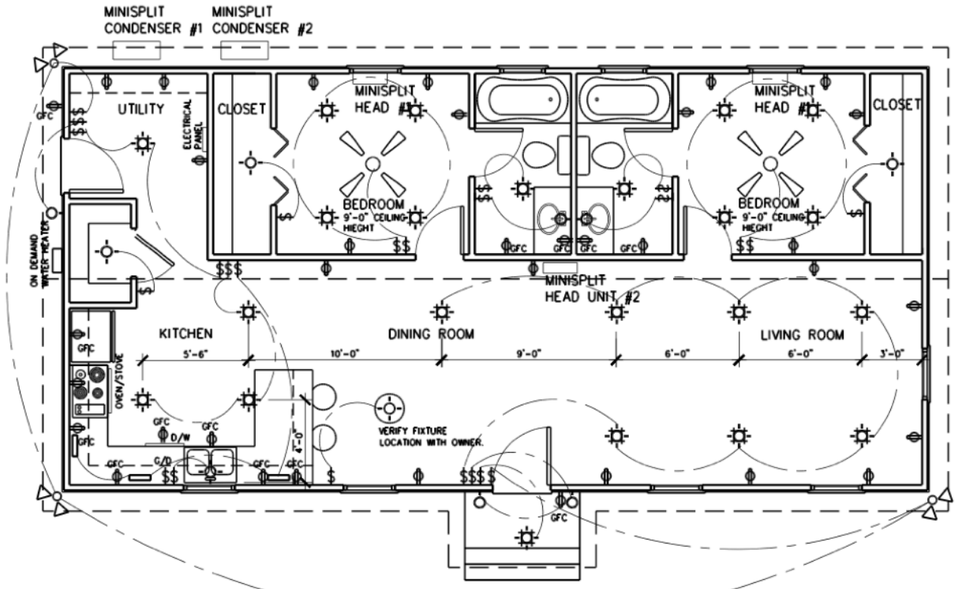
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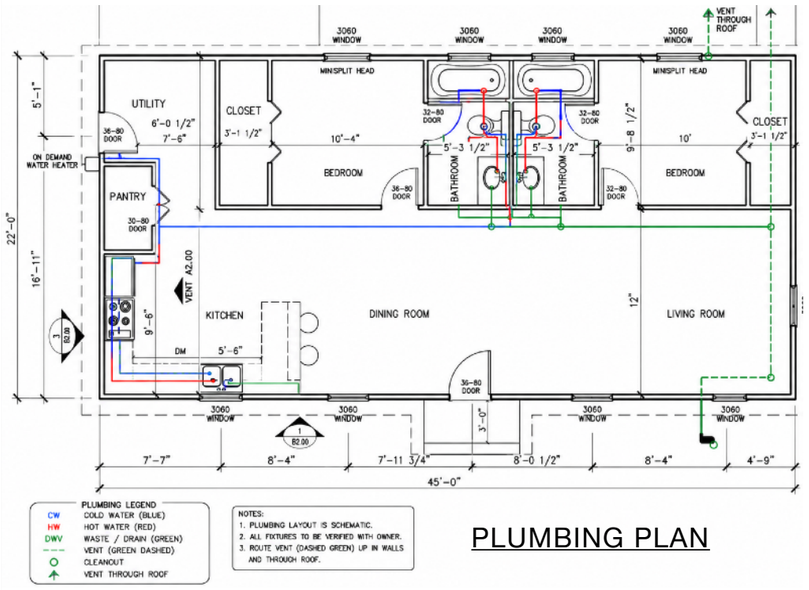
1 NORTH ELEVATION
SCALE: 1/8"= 1'-0"



2 EAST ELEVATION
SCALE: 1/8"= 1'-0"



ELECTRICAL PLAN AND MECHANICAL PLAN
SCALE: 1/8"= 1'-0"



PLUMBING PLAN

GENERAL NOTES:
1. ELECTRICAL PANEL TO BE LOCATED ON SITE PER OWNER'S SPECIFICATIONS.
2. A/C CONDENSER TO BE INSTALLED ON WEST SIDE OF HOUSE. CONSTRUCT PROPER STRUCTURE FOR SUPPORT.
3. VERIFY FIXTURE SPACING AND DIMENSIONS WITH SHEET A2.00 DIMENSIONS.
4. ALL FIXTURES SELECTED BY OWNER. VERIFY WITH OWNER EXACT LOCATIONS.
5. ALL OUTLETS AND SWITCHES INSTALLED PER BASTROP ELECTRICAL CODE.
6. HOT WATER HEATER TO BE LOCATED ABOVE BATHROOMS IN ROOF CAVITY. INSTALL PROPER WATER PROOFING AND STRUCTURAL SUPPORT.

ELECTRICAL/LIGHTING SCHEDULE

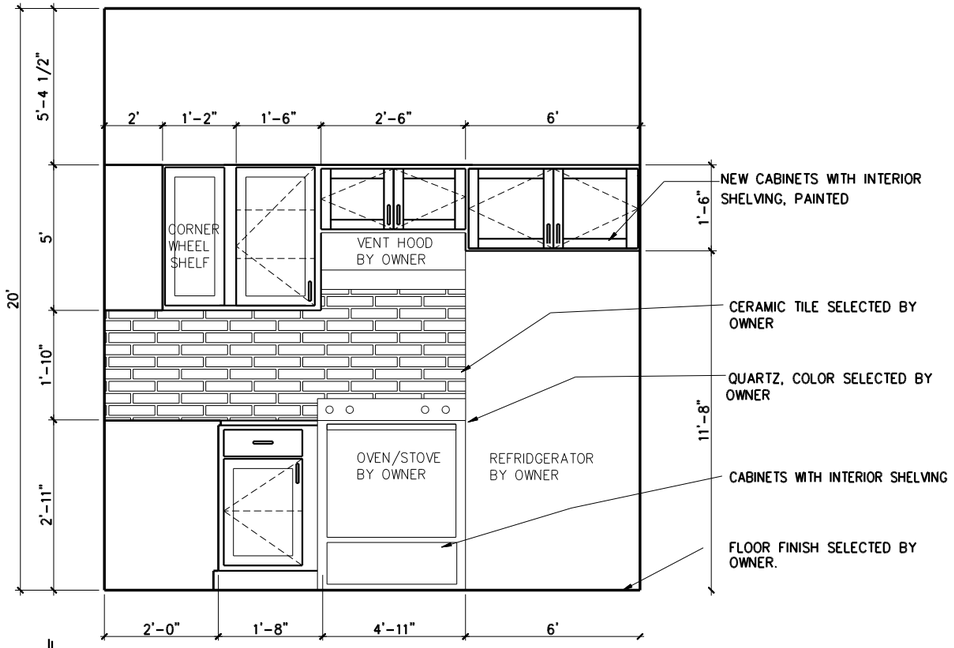
- DOWNLIGHT (WIDE ANGLE LUMINANCE)
- WALL FIXTURE
- REGULAR LIGHT BULB UNIT
- WALL SCONCE
- CHANDELIER
- EXTERIOR FLOODLIGHT
- LIGHT/FAN/HEATER
- CEILING FAN/LIGHT UNIT
- FLUORESCENT LIGHT FIXTURE SURFACE MOUNTED
- MULTIPLE LINEAR DOWNLIGHTS

DATE: JUNE 2026
DRAWN BY: MDF
DESIGNED BY: MDF, FITTZ & SHIPMAN, INC

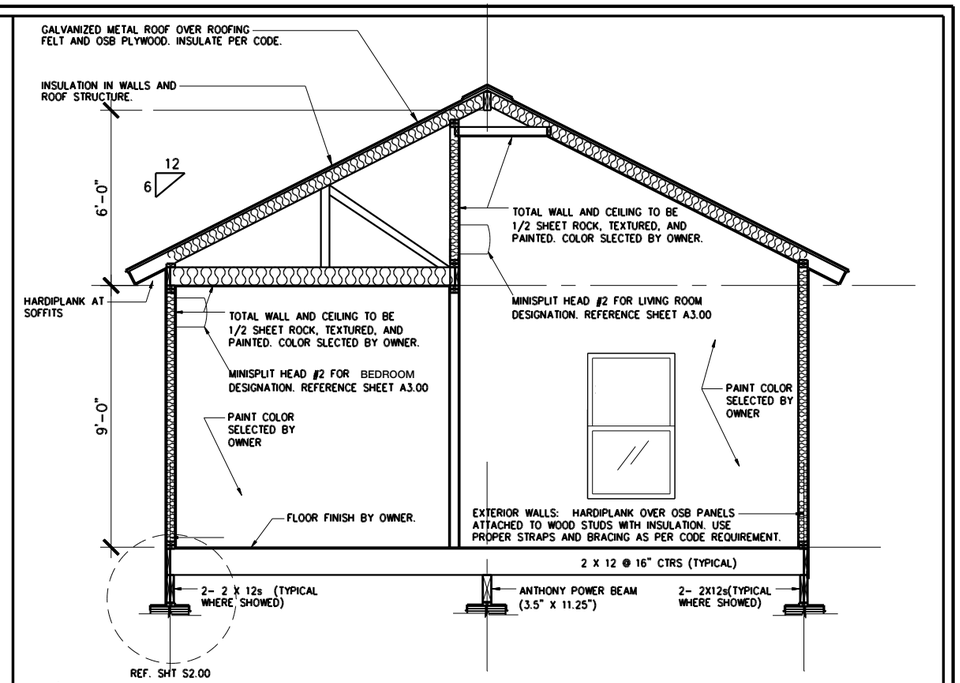
NEW ACCESSIBLE DWELLING UNIT
FOR
MARK & MICHELLE FITTZ
406 CEDAR STREET BASTROP, TEXAS 78602

STUDIO FITTZ
DESIGN + BUILD
www.studiofittz.com
406 CEDAR STREET BASTROP, TEXAS 78602
817.715.9540 MARK@STUDIOFITTZ.COM

A3.00



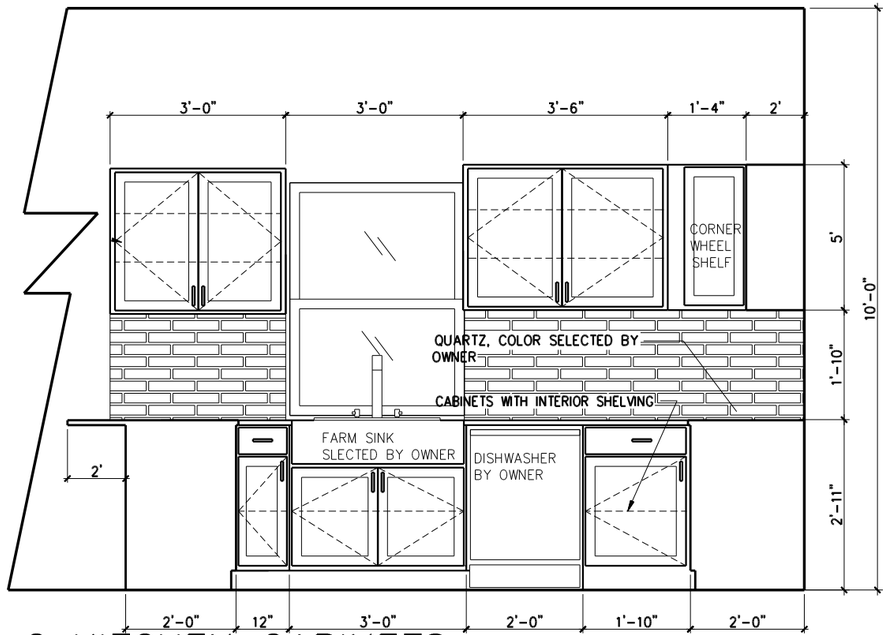
1 KITCHEN CABINETS



SECTION AA

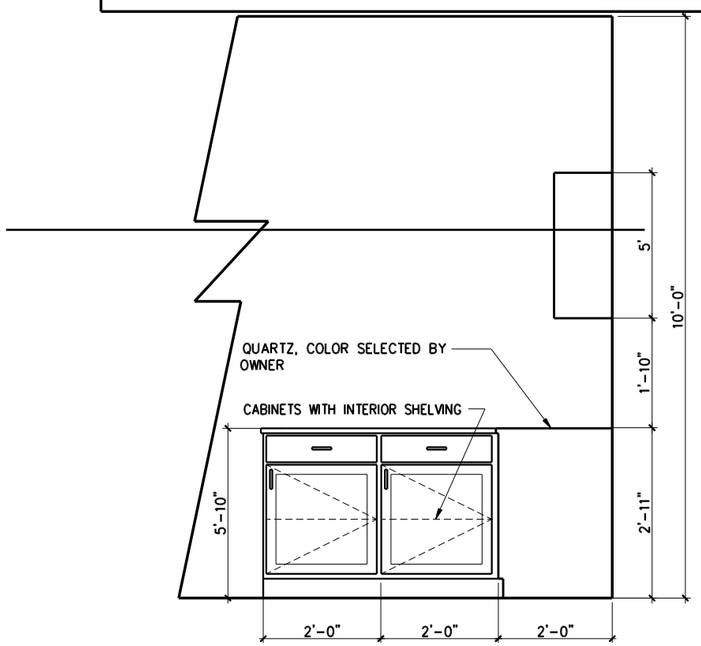
SCALE: 3/16"= 1'-0"

GENERAL NOTES:
1. ALL ROOF STRUCTURE ATTACHED TO STUD WALLS WITH HURRICANE STRAPS & BRACING PER CODE REQUIREMENTS.
2. ALL CEILING TREATMENTS IN INTERIOR AREAS TO BE GYPSUM BOARD TAPED, FLOATED, AND PAINTED (COLOR SELECTED BY OWNER).
3. REFER TO STRUCTURAL DRAWINGS FOR EXACT SIZES OF BEAMS AND LAYOUTS.



2 KITCHEN CABINETS

SCALE: 3/8"= 1'-0"



3 KITCHEN CABINETS

SCALE: 3/8"= 1'-0"

DATE: JUNE 2026
DRAWN BY: MDF
DESIGNED BY: MDF, FITTZ & SHIPMAN, INC.

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A4.00

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Conduct a public hearing, consider and act on Ordinance No 2026-48 to amend the Comprehensive Plan to change the Future Land Use designation from Mixed-Use Corridor Commercial, Neighborhood Residential, Residential Mixed Density and Corridor Commercial to Mixed-Use Corridor Commercial for the area being described as 157.814 +/- acres out of the Nancy Blakey Abstract 98, east of FM 20, located at 169 FM 20, Bastrop, TX 78602 within the city limits of Bastrop, Texas for the development commonly known as Bastrop West, and move to include on the November 17, 2026, City Council meeting for a second reading.

AGENDA ITEM SUBMITTED BY:
James E. Cowey, Director of Development Services

ITEM DETAILS:

Site Address:	169 FM 20 Bastrop, TX 78602
Total Acreage:	157.814 acres
Acreage Rezoned:	157.814 acres
Legal Description:	157.814 acres out of the Nancy Blakey Abstract
Property Owner:	Palms Properties LLC
Agent Contact:	Philip Wanke/ PLACE Designers Inc
Existing Use:	Vacant/Undeveloped
Existing Zoning:	Rural Residential
Proposed Zoning:	PDD Planned Development District
Current Future Land Use Designation:	Neighborhood Residential/Residential Mixed Density/ Corridor Commercial
Proposed Future Land Use Designation:	Mixed-Use Corridor Commercial

BACKGROUND/HISTORY:
The applicant has submitted a Planned Development District Zoning Application for *Bastrop West* requesting to rezone the property from **Rural Residential (RR)** to **Planned Development District (PDD) with a base zoning of Mixed Use and General Commercial** to allow for multiuse development. The current Future Land Use Map (FLUM) designation within the Comprehensive Plan does not support this rezoning request. Sec 14.13.002, *Zoning Procedures*, establishes that one of the criteria for approving a zoning change is consistency with the Comprehensive Plan and applicable master plans such as transportation, utilities, and/or parks/opens space). Therefore, the Future Land Use Map (FLUM) must be amended prior to consideration of the requested zoning change.

The 2036 Comprehensive Plan was adopted on November 22, 2016, with the most recent updates adopted in May 2025. City Council has authority to amend the Plan following public hearings when requested by an applicant or as determined appropriate by Council.

Chapter 5, Land Use & Community Image, established 10 Character Areas on the Future Land Use Map that area used as the guiding document to determine changes to the zoning map and implementation development through the Bastrop Development Code standards. The 2036 Comprehensive Plan is available here: https://www.cityofbastrop.org/page/plan.long_range.

The current Future Land Use designation for the property is *Neighborhood Residential, Residential Mixed Density and Corridor Commercial*. As described in the Comprehensive Plan, this category is:

> ***Neighborhood Residential*** – "Traditional single-family and low-density housing, ensuring neighborhood stability. Traditional single-family and low-density housing areas, ensuring neighborhood stability. Previously Neighborhood Residential."
>
> ***Residential Mixed Density*** – "Allows a blend of housing types (single-family, townhouses, small multifamily), promoting diverse living options. Adds the missing middle options for diverse housing choices. Previously Transitional Residential."
>
> ***Corridor Commercial*** – Auto-oriented retail, larger-scale commercial, and mixed-use developments along major roadways.

The applicant is requesting to amend the designation to *Mixed-Use Corridor Commercial*. As described in the Comprehensive Plan, this category is:

> ***Mixed-Use Corridor Commercial*** – A pedestrian-friendly mid-scale commercial designation that supports retail, office, service, and public/institutional uses with optional residential above.

The subject property is currently designated *Neighborhood Residential, Residential Mixed Density, and Corridor Commercial* on the Future Land Use Map and is surrounded by similar *Neighborhood Residential, Residential Mixed Density, and Corridor Commercial* designations, with *Mixed-Use Corridor Commercial* located on the south. The applicant is requesting a change to the Future Land Use Map from *Mixed-Use Corridor Commercial* to allow for rezoning to PDD with a base zoning of Mixed Use and General Commercial. This designation is intended to provide a variety of housing types at higher densities alongside commercial, retail, office, and mixed-use development. It promotes walkable, compact development that supports efficient infrastructure use and creates opportunities for residents to live, work, and access services within the same community. Higher-intensity commercial activity is concentrated in Bastrop's downtown, corridors, and regional centers, while limited neighborhood-serving commercial uses provide transitions between lower-density residential neighborhoods and more intense commercial.

POLICY EXPLANATION:
Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of Amendment of Comprehensive Plan

(a) A comprehensive plan may be adopted or amended by ordinance following:

(1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and

Public Hearing will be held on October 29, 2026, at the Planning & Zoning Commission meeting and a public hearing will be held on November 3, 2026, at City Council meeting with the second reading being held on November 17, 2026.

(2) review by the municipality's planning commission or department, if one exists.

The Planning & Zoning Commission will review and make a recommendation to City Council at their October 29, 2026, meeting.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

Amendments to the Comprehensive Plan are adopted by ordinance following the requirements of the City Charter.

A public hearing will be held on October 29, 2026, at the Planning & Zoning Commission meeting and a public hearing will be held on November 3, 2026, at the City Council meeting.

A published notice was placed in the Elgin Courrier on October 1st, and mailed notices were sent to property owners within 200 feet of the property. At the time of this report, no public comments have been received.

PUBLIC NOTICE:
The Bastrop Development Code requires a public hearing before the Planning and Zoning Commission followed by City Council consideration. For PDDs, mailed notice is provided to property owners within 500 feet and a zoning notice sign must remain posted through final Council action. Because the Comprehensive Plan Amendment is done jointly with the PDD, the Comprehensive Plan Amendment was notified the same way.

Newspaper Notice in the Elgin Courrier: October 1, 2026
Mailed Notice to Property Owners within 500 ft: October 12, 2016
Zoning Sign Posted on the property: October 2, 2026

At the time of this report, there were three (3) public comments received in opposition and one (1) public comment received in favor.

If the Planning and Zoning Commission unanimously recommends denial, the Bastrop Development Code requires a three-fourths vote of all City Council members for Council approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission is scheduled to make a recommendation to the City Council at their regularly scheduled meeting on October 29, 2026.

STAFF RECOMMENDATION:
Conduct a public hearing, consider and act on Ordinance No 2026-48 to amend the Comprehensive Plan to change the Future Land Use designation from Mixed-Use Corridor

Commercial, Neighborhood Residential, Residential Mixed Density and Corridor Commercial to Mixed-Use Corridor Commercial for the area being described as 157.814 +/- acres out of the Nancy Blakey Abstract 98, east of FM 20, located at 169 FM 20, Bastrop, TX 78602 within the city limits of Bastrop, Texas for the development commonly known as Bastrop West, and move to include on the November 17, 2026, City Council meeting for a second reading.

ATTACHMENTS:

- Ordinance No. 2026-48
- Attachment 1 – Location Map
- Attachment 2 – Existing and Proposed Future Land Use Map
- Attachment 3 – Future Land Use Map Descriptions

ORDINANCE NO. 2026-48

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING A REQUEST FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR THE AREA DESCRIBED AS BEING 157.814 +/- ACRES OUT OF THE NANCY BLAKEY ABSTRACT 98, EAST OF FM 20, LOCATED AT 169 FM 20, MORE COMMONLY KNOWN AS BASTROP WEST; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance 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, pursuant to Texas Local Government Code Chapters 213, the governing body of a municipality may adopt a comprehensive plan for the long-range development of the city, which may include planning for land use, transportation and public facilities and shall be adopted by Ordinance; and

WHEREAS, the City of Bastrop, Texas (City) is a Home-rule City acting under its Chapter 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 June 5, 2026, Place Designers submitted a request for a zoning change to rezone the project site from Rural Residential (RR) to Planned Development District (PDD); and

WHEREAS, City Staff reviewed the request for the amendment of the comprehensive plan and finds it to be justifiable based upon the proposed uses surrounding the property in the Future Land Use Map adoption that happened in May 2025; and

WHEREAS, pursuant to Texas Local Government Code Chapter 213, the adoption of or amendment to a Comprehensive Plan requires a hearing at which the public is given the opportunity to give testimony and present written evidence and as required by the City Charter; and

WHEREAS, the City of Bastrop Planning and Zoning Commission held a public hearing on October 29, 2026, and made a recommendation to approve/deny the

request with a vote of X-X; and

WHEREAS, the City Council has reviewed this request for zoning, and finds the request to be reasonable and proper under the circumstances.

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

Section 1. **Findings of Fact.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The property, 157.814 +/- acres out of the Nancy Blakey Abstract 98, east of FM 20, is being rezoned from Rural Residential (RR) to Planned Development District (PDD), and a Zoning Change application is established, located at 169 FM 20, within the City Limits of Bastrop, Texas as more particularly known as Bastrop West as shown in Exhibit A.

Section 3. **Severability.** If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. **Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 5. **Repeal.** This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. **Effective Date.** This Ordinance shall be effective immediately upon passage and publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. **Proper Notice and Meeting.** 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signature page to follow]

DRAFT

READ & ACKNOWLEDGED on First Reading on this the 3rd day of November 2026.

READ & ADOPTED on Second Reading on this the 17th day of November 2026.

APPROVED:

***by*:** _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

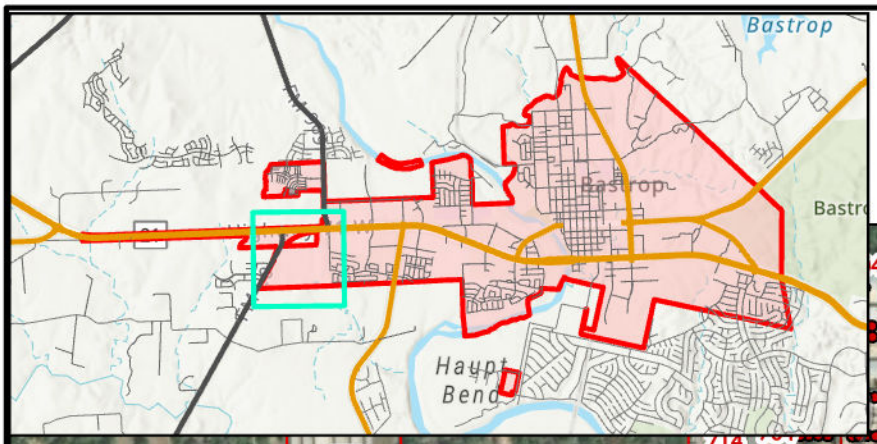
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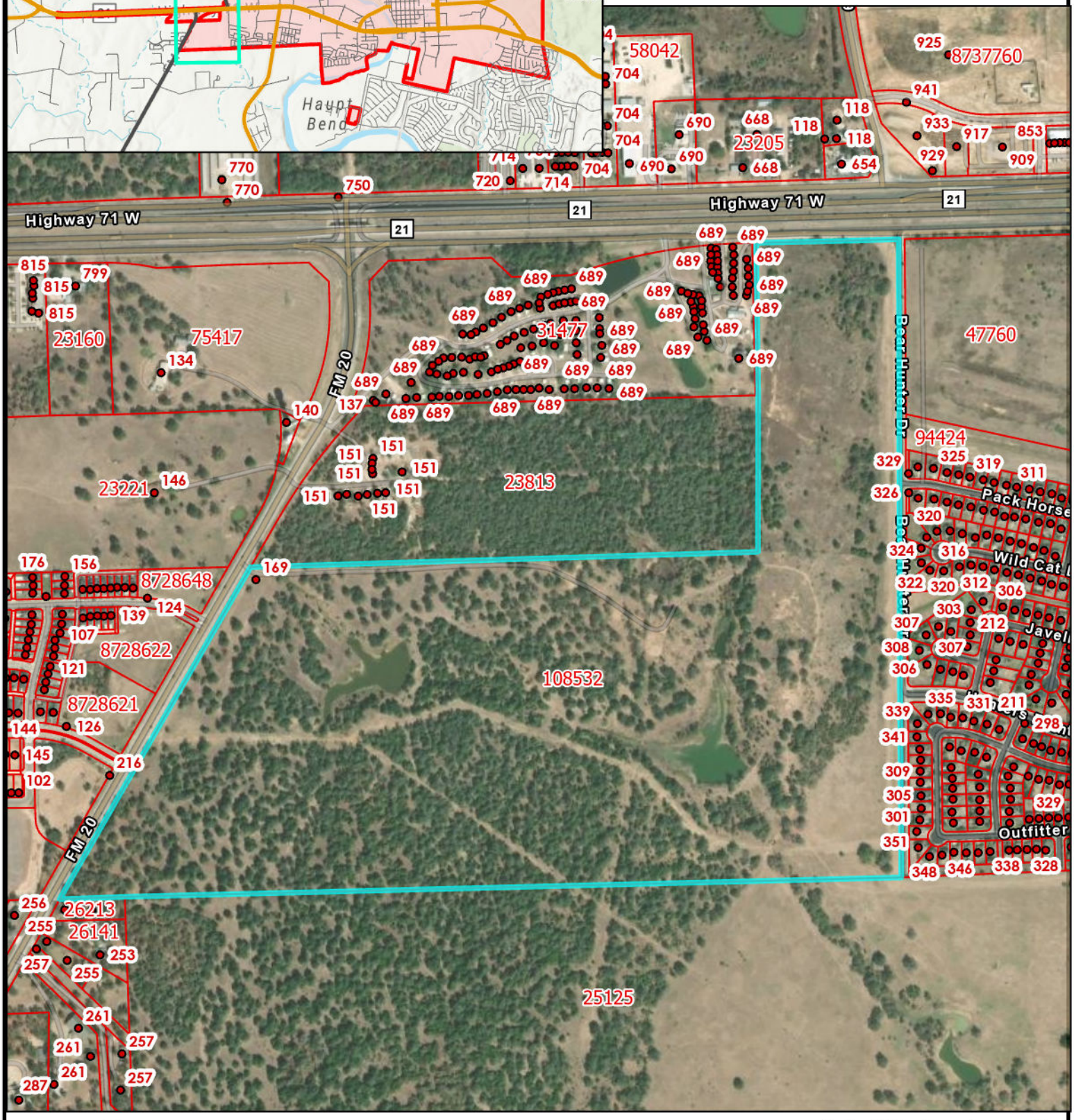
EXHIBIT A

BASTROPTX

Attachment 1
Notification Map

169 FM 20, Bastrop, TX 78602





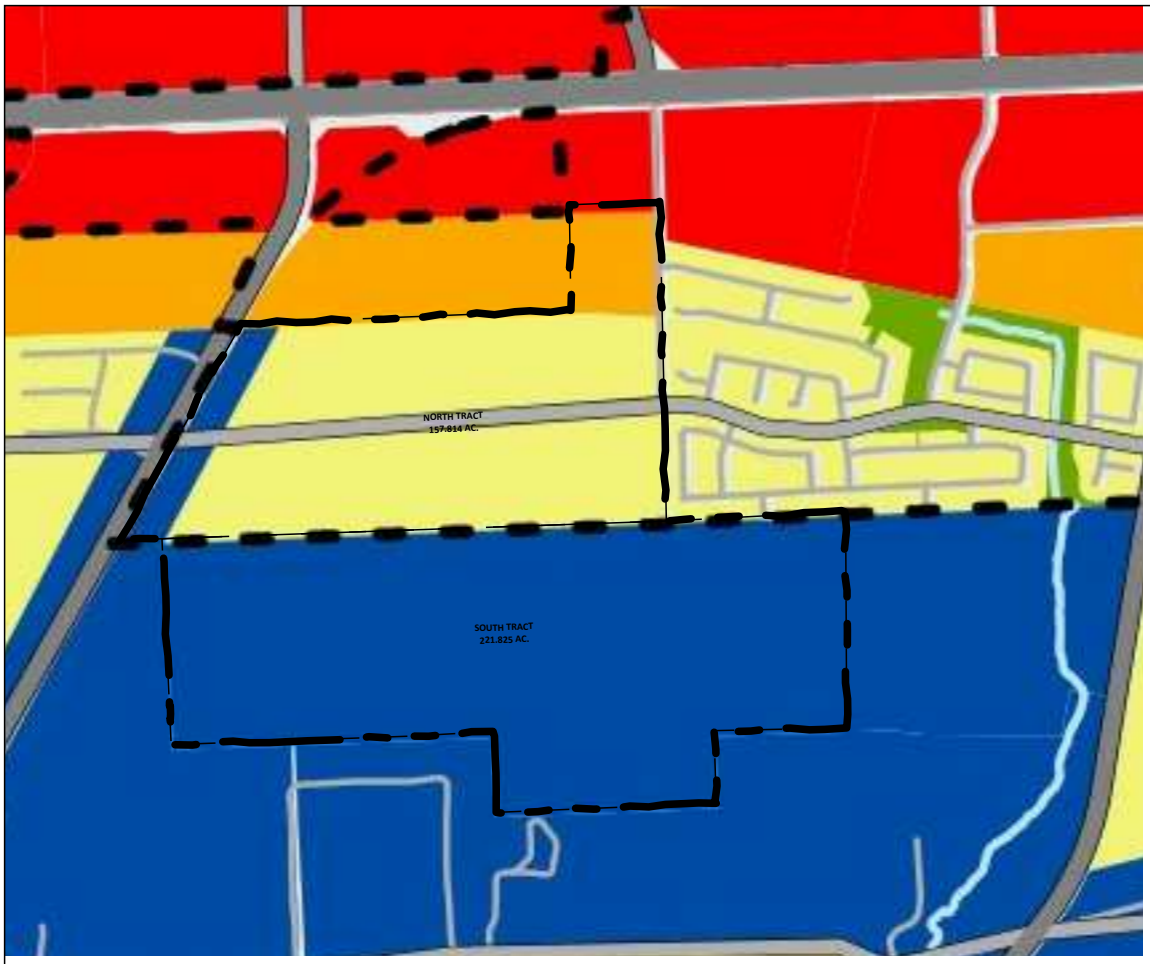
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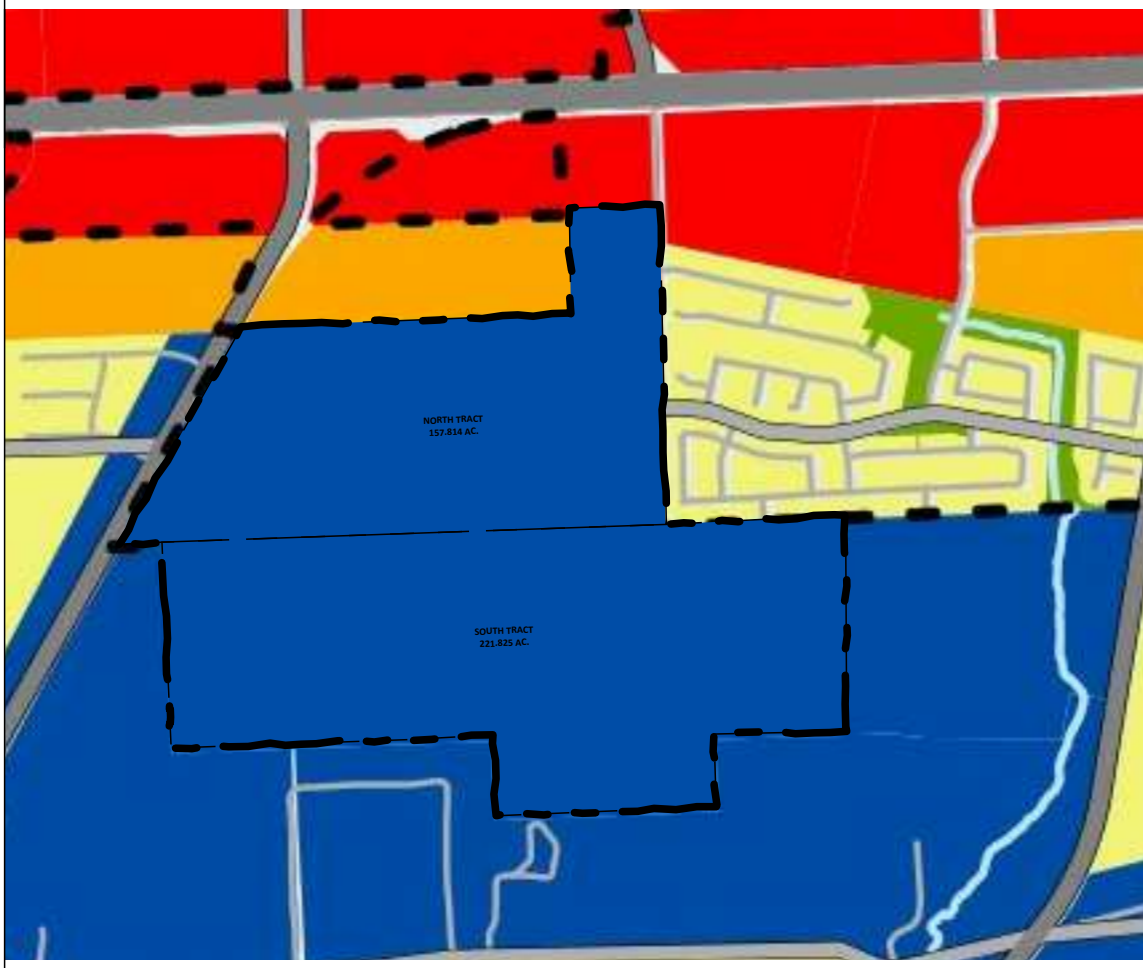
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10/21/2026

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to dep boundaries between private and pub This map is general in nature and is n for navigational purposes.



EXISTING FUTURE LAND USE DESIGNATION



PROPOSED FUTURE LAND USE DESIGNATION

Legend

Future Land Use

- Corridor Commercial
- Downtown Commercial
- Industrial
- Mixed-Use Corridor Commercial
- Neighborhood Commercial
- Neighborhood Residential
- Parks and Open Space
- Residential Conservation/Estate
- Residential Mixed Density

BASTROP WEST

BASTROP, TEXAS

FUTURE LAND USE EXHIBIT A

OCTOBER 27, 2026

N

0 750 1,500FT

PLACE

PLACE designers, inc.

PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T : [512] 238 8912 | F : [512] 238 8913 | PLACEdesigners.com

All information furnished regarding this property is from sources deemed reliable. However, Consultant has not made an independent investigation of these sources and no warranty or representation is made by Consultant as to the accuracy thereof and s submitted subject to errors, omissions, land changes, or other conditions. This land plan conceptual in nature and does not represent regulatory approval. Land plan is subject to c

BASTROP LAND USE CATEGORIES: GENERAL DESCRIPTIONS

Figure 5.7, Future Land Use Map (2025) on page 5-10, illustrates nine land use categories within which certain types of building and site development should be promoted, and/or natural features preserved. Bastrop's Land Use Categories are described below.

FIGURE 5.6. FUTURE LAND USE CATEGORIES

NEW LAND USE CATEGORIES	DESCRIPTION	NOTABLE CHANGES FROM 2016 FRAMEWORK
Parks and Open Space	Covers parks, greenways, conservation areas, and recreational lands.	No changes.
Residential Conservation/ Estate	Protects low-density, large-lot residential areas, often with environmental or rural character considerations.	Stronger focus on conservation while still allowing large-lot residential development. *Previously Rural Residential.*
Neighborhood Residential	Traditional single-family and low-density housing, ensuring neighborhood stability.	Traditional single-family and low-density housing areas, ensuring neighborhood stability. *Previously Neighborhood Residential.*
Residential Mixed Density	Allows a blend of housing types (single-family, townhouses, small multifamily), promoting diverse living options.	Adds the missing middle options for diverse housing choices. *Previously Transitional Residential.*
Neighborhood Commercial	Small-scale, neighborhood-friendly retail and services integrated within or adjacent to residential areas.	Emphasis on walkability, local-serving retail, and small-scale office uses. *Previously General Commercial.*
Mixed-Use Corridor Commercial	A pedestrian-friendly mid-scale commercial designation that supports retail, office, service, and public/institutional uses with optional residential above.	Incorporates professional services, supports live work options to support employment centers. *Previously General Commercial and Public and Institutional.*
Corridor Commercial	Auto-oriented retail, larger-scale commercial, and mixed-use developments along major roadways.	Targeted approach along main highway corridors. *Previously General Commercial.*
Downtown Commercial	A special area in downtown that is historic, with mixed-uses.	A more defined area within downtown where commercial, cultural, and mixed-use activities are concentrated.
Industrial	Areas focused on job-generating uses such as business parks, office campuses, and industrial facilities.	Areas focused on job-generating uses such as manufacturing, production, warehousing, distribution, food processing, high-tech industries and related activities. *Previously Industry.*

PARKS AND OPEN SPACE

MAP LEGEND:
(Page 5-8)



The Parks and Open Space land use category should be applied to all tracts of substantial size designated for recreational use or conservation.







Parks and open spaces of smaller size may be incorporated into residential, commercial, and mixed-use character areas.

INTENT AND CHARACTER

The Parks and Open Space land use category incorporates public park land, trails, and open space, as well as privately owned areas that have been set aside for the protection of natural resources, or for the common use and enjoyment of their users. These areas provide balance of active and passive recreation areas, undeveloped land, conservation lands, and community gathering spaces.

DEVELOPMENT INTENSITY

- *Development in these areas should prioritize preserving open space while allowing for recreational and community-oriented uses.*
- *Community parks with high visitor activity, such as sports complexes, should be located along collector or arterial roadways for adequate access.*
- *Park infrastructure should complement the surrounding character.*
- *Regional parks should emphasize natural landscapes with minimal built features.*

APPROPRIATE LAND USES

Commercial: Limited appropriateness within parks and open spaces but highly appropriate adjacent to trails and community parks to encourage retail activation or recreational amenities such as cafés, bike shops/rentals, or visitor centers. Any commercial uses within parks should be small-scale and directly supportive of recreational functions.

Residential: Highly appropriate nearby to maximize access to parks and trails. Residential developments should include safe, well-connected pedestrian and bicycle routes to open spaces. Higher-density residential developments are particularly suitable adjacent to major parks and trail corridors to support active use.

Industrial: Limited appropriateness—not suitable within parks and greenways but may exist adjacent to open spaces with strict buffering requirements to minimize noise, visual, and environmental impacts. Parks and trails near industrial zones should incorporate landscaped buffers, sound barriers, and access controls to maintain recreational quality.

Institutional: Highly appropriate, particularly for public parkland, nature centers, schools, and community facilities that integrate educational, cultural, or recreational functions. Private land with public access easements can contribute to greenway systems, expanding connectivity.

Other: Parks, open spaces, and trails may incorporate storm water management facilities from adjacent developments, but these should be designed as naturalized features that enhance aesthetics, support biodiversity, and maintain public access. Features like detention ponds, bioswales, or wetlands should be integrated seamlessly into park landscapes.

GUIDANCE AND INTERPRETATION

- ***Connectivity and Access:*** *Parks and open spaces should be easily accessible and visually connected to surrounding land uses. Avoid placing parks in isolated or leftover parcels with limited accessibility.*
- ***Buffering and Compatibility:*** *Use natural buffers, such as tree plantings, to minimize conflicts between active recreation areas and adjacent land uses.*
- ***Integration with Natural Features:*** *Floodplains and trail corridors should be prioritized for conservation and multi-use trail development.*
- ***Mobility and Safety:*** *Enhance pedestrian and bicycle accessibility near parks with wider sidewalks, crosswalks, and traffic calming measures.*
- *Storm water Design: Storm water facilities within greenways should complement the natural environment and maintain public access where feasible.*

B3 CODE CONSIDERATIONS

Applies mostly to: P1 (Natural), P2 (Rural), and some P3 (Neighborhood)

- Encourage Park Dedications in Place Types by requiring or incentivizing developers to dedicate land or fees-in-lieu for parks in new residential or mixed-use projects. Priorities may include:
  - Eight (8) Pocket Parks to serve middle and higher density areas (P3)
  - Three (3) Neighborhood Parks to meet local recreation needs (P1, P2)
  - Four (4) Community Parks to support larger gatherings and events (P1, P2)
- Create a park and green space development checklist for new developments to ensure all parks meet the city's recreational and aesthetic standards.

RESIDENTIAL CONSERVATION/ESTATE

MAP LEGEND:
(Page 5-8)



Rural residential land use categories are intended to promote development that is compatible with agriculture, ranching, and other rural land uses.







Rural residential development patterns should incorporate preserved open space and productive agricultural/pasture lands.

INTENT AND CHARACTER

The Residential Conservation/Estate category is intended to preserve rural character while allowing for low-density residential development. These areas typically feature large-lot single-family homes, estate housing, or conservation subdivisions that integrate open space, agricultural land, and natural features. The intent is to minimize environmental impact, maintain scenic landscapes, and provide a transition between urban development and rural areas.

DEVELOPMENT INTENSITY

RESIDENTIAL DEVELOPMENT

- *Low-density residential development with lot sizes generally ranging from 1 to 5 acres or larger.*
- *Conservation subdivisions may allow for clustered housing to preserve open space.*
- *Minimal infrastructure requirements, with some areas relying on private wells and septic system.*

NON-RESIDENTIAL DEVELOPMENT

- *Non-residential uses should be low in intensity, small in scale, and rural in form.*
- *Low-intensity uses may include a singular structure.*
- *Medium to high-density commercial development characterized by urban or suburban development patterns (e.g., shopping centers or retail nodes) are not recommended and should be directed to areas of mixed-use activity where infrastructure is in place to support higher-density development.*

B3 CODE CONSIDERATIONS

Applies mostly to: P1 (Natural), P2 (Rural)

- Integrate specific provisions into the B3 Code for rural preservation zones, limiting higher-density development in these areas and ensuring smooth transitions from urban to rural areas.
- Encourage gradual transitions in density to preserve Bastrop's rural and open spaces while supporting appropriate growth.

APPROPRIATE LAND USES

Commercial: Limited to low-intensity uses, such as equestrian facilities, bed and breakfasts, or agricultural-related retail that complement the rural character. Higher-intensity commercial uses such as multi-tenant, large-footprint buildings or any use that generates significant traffic or infrastructure demand are not appropriate.

Residential: Primary land use, including estate homes, large-lot single-family housing, and conservation subdivisions.

Industrial: Limited appropriateness, not suitable within parks and greenways but may exist adjacent to open spaces with strict buffering requirements to minimize noise, visual, and environmental impacts. Parks and trails near industrial zones should incorporate landscaped buffers, sound barriers, and access controls to maintain recreational quality.

Institutional: Schools, churches, and community-serving facilities may be appropriate but should blend with the rural aesthetic and minimize impacts on surrounding properties.

Agricultural and Open Space: Includes working lands, conservation areas, and natural buffers that enhance the rural landscape and limit conflicts between residential and agricultural uses.

GUIDANCE AND INTERPRETATION

- ***Agricultural Compatibility:*** *Some lands within this category may continue to support farming, ranching, or agricultural operations, which can lead to nuisances such as noise, dust, and odors. To reduce conflicts, barns, pens, and storage facilities should be located as far from property lines as feasible. Future residents should be aware of Right-to-Farm protections that may limit nuisance complaints against existing agricultural operations.*
- ***Environmental Considerations:*** *Development should respect natural topography, water resources, and tree coverage. Conservation subdivisions should prioritize open space preservation and wildlife corridors.*
- ***Infrastructure and Access:*** *Roads and utilities should be designed to fit rural development patterns, with an emphasis on private drives, shared access points, and minimal street lighting to maintain the dark-sky environment.*
- ***Transitions to Urban Areas:*** *Where these areas border higher-intensity development, appropriate buffering and screening should be used to maintain the rural character and reduce conflicts.*

NEIGHBORHOOD RESIDENTIAL

MAP LEGEND:
(Page 5-8)



Future Neighborhood Residential development should incorporate building, site, and streetscape characteristics that enhance visual interest.







Examples of detached, single family homes.

INTENT AND CHARACTER

The Neighborhood Residential category is intended to support a variety of single-family housing options in a suburban setting with well-planned streets, green spaces, and community amenities. These areas provide a balance between residential development, open space, and connectivity, creating stable, long-term neighborhoods that foster a strong sense of community.

Development should preserve natural features where possible and encourage thoughtful transitions adjacent land uses, ensuring that new development is compatible with the surrounding character.

DEVELOPMENT INTENSITY

- *Primarily single-family detached housing on a minimum lot size of 1/3 of an acre.*
- *Typical residential densities range from four to six units per acre (exclusive of ADUs) depending on infrastructure capacity, road access, and adjacent land uses.*
- *Development should integrate curvilinear or grid street layouts with sidewalks and trails to provide safe, accessible connections.*

B3 CODE CONSIDERATIONS

Applies mostly to: P3 (Neighborhood)

- Introduce design standards and guidelines that limit urban-style features in neighborhoods with established low-density character.
- Establish transition zones between higher-density and low-density areas to preserve the small-town feel while accommodating growth.
- Create new overlay districts for mixed-use and multi-family developments in areas that can accommodate them without disrupting residential or commercial areas.

APPROPRIATE LAND USES

Residential: Predominantly single-family detached housing, with limited options for alternative single-family where appropriate (e.g., cottage homes, ADUs)

Commercial: Not appropriate.

Industrial: Not appropriate.

Institutional: Schools, places of worship, and community facilities are encouraged when designed to blend with the surrounding residential character.

Parks and Open Space: Parks, greenways, and storm water integrated open spaces should be incorporated to provide recreation and natural preservation opportunities.

GUIDANCE AND INTERPRETATION

- **Neighborhood Connectivity:** *Streets should support efficient vehicular circulation while ensuring safe pedestrian access to parks, trails, and community spaces.*
- **Transitions Between Uses:** *Where residential areas meet other land uses, appropriate buffering, landscaping, and density transitions should ensure compatibility.*
- **Green Space Integration:** *Parks, open spaces, and natural buffers should be incorporated, especially near floodplains, drainage corridors, and environmentally sensitive areas.*
- **Infrastructure Considerations:** *New development must account for adequate road access, utility capacity, and storm water management to avoid negative impacts on existing neighborhoods.*
- **Preservation of Character:** *Design standards should maintain neighborhood identity by encouraging consistent setbacks, architectural styles, and landscaping while allowing for some housing variety.*
- **Established vs. New Neighborhoods:** *Traditional neighborhoods tend to have lower densities and uniform housing types, whereas newer developments may incorporate greater housing diversity at slightly higher densities. When new neighborhoods are adjacent to established ones, careful consideration should be given to:*
  - *Density transitions – Gradual shifts in lot sizes and housing types to ensure compatibility.*
  - *Mobility impacts – Sidewalks, trails, and traffic-calming measures to enhance connectivity.*
  - *Design consistency – Architectural and landscaping elements that respect existing neighborhood character.*

RESIDENTIAL MIXED DENSITY

MAP LEGEND:
(Page 5-8)



Proposed Residential Mix-Use Development parameters should improve the compatibility of mixed housing types and densities.







Examples of multifamily housing including duplexes and four-plexes.

INTENT AND CHARACTER

The Residential Mixed Density category supports a variety of housing types, including single-family homes, townhouses, and small-scale multifamily developments. This designation encourages diverse living options and accommodates a range of household needs while maintaining compatibility with surrounding residential areas. It was previously referred to as Transitional Residential and serves as an important "missing middle" housing option.

Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Residential Mixed Density uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential, Neighborhood Commercial, of Mix-Use Corridor Commercial. Likewise, Residential Mixed Density may also include associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

DEVELOPMENT INTENSITY

- *Moderate density, with a mix of detached and attached housing options.*
- *Designed to provide seamless transitions between lower-density neighborhoods and higher-intensity residential or mixed-use areas.*
- *Provides walkability and connectivity to nearby amenities, parks, and services.*

B3 CODE CONSIDERATIONS

Applies mostly to: P4 (Neighborhood),contextually in P3 (Mix) or P5 (Core) depending on the surroundings.

- Neighborhood Compatibility: Transitions should be carefully managed to respect adjacent lower-density residential areas through setbacks, height limits, and buffering.

APPROPRIATE LAND USES

Residential: Single-family homes, townhouses, duplexes, triplexes, small-scale multifamily (e.g., garden-style apartments or four-plexes).

Commercial: Not recommended. Live-work units may be considered, if compatible with the neighborhood.

Institutional: Schools, places of worship, and community facilities that support neighborhood life.

Parks and Open Space: Pocket parks, greenways, and shared community amenities to provide recreational opportunities and natural buffers.

GUIDANCE AND INTERPRETATION

- ***Neighborhood Compatibility:*** *Transitions should be carefully managed to respect adjacent lower-density residential areas through setbacks, height limits, and buffering.*
- ***Connectivity and Walkability:*** *Developments should integrate sidewalks, trails, and pedestrian connections to encourage walkability and access to services.*
- ***Design and Scale:*** *Housing types should be appropriately scaled to fit within the surrounding neighborhood context, avoiding abrupt shifts in density.*
- ***Housing Diversity:*** *Encourages a mix of housing types to support a range of incomes, ages, and household sizes.*
- ***Infrastructure Considerations:*** *Adequate transportation, utilities, and storm water management should be planned to accommodate increased density without*

NEIGHBORHOOD COMMERCIAL

MAP LEGEND:
(Page 5-8)



New Neighborhood Commercial uses should be designed to provide better transitions between residential areas and high-intensity land uses.







Neighborhood commercial development is small in scale and serves surrounding residents - even if aesthetic improvements are warranted.

INTENT AND CHARACTER

Neighborhood Commercial areas provide small-scale, pedestrian-friendly retail and service options that support nearby residential neighborhoods. These areas are designed to be local-serving and easily accessible, fostering walkability and convenience while maintaining compatibility with surrounding residential development. This designation was previously in General Commercial but has been redefined to encourage a mix of retail, office, and service uses that align with neighborhood needs. Primarily located along multi-modal streets identified in the transportation plan to support transit access, pedestrian connectivity, and bike-friendly environments.

DEVELOPMENT INTENSITY

- *Generally low- to moderate-intensity commercial development, with buildings designed to complement surrounding residential character.*
- *Encourages clustered, small-scale businesses rather than large standalone commercial centers.*
- *Typically located at key intersections, along neighborhood corridors, or within planned developments.*

B3 CODE CONSIDERATIONS

Applies mostly to: Edge areas of P3 (Mix), P4 (Neighborhood)

- Set parking requirements that balance the needs of various types of development while supporting walkability and reducing congestion.
- Implement stronger design guidelines and review processes for development near historic or residential assets, ensuring compatibility with scale and context.

APPROPRIATE LAND USES

Commercial: Small retail shops, cafés, restaurants, personal services (e.g., salons, dry cleaners), and small-scale office spaces. Excludes uses such as bars, liquor stores, pawn shops, and other establishments that may negatively impact the residential character of the neighborhood.

Residential: Not a primary land use but may include mixed-use buildings with upper-story residential units where appropriate.

Industrial: Not appropriate, except for limited artisan or maker-space uses integrated within a mixed-use setting.

Institutional: Community-oriented uses such as daycare centers, co-working spaces, and small medical offices.

GUIDANCE AND INTERPRETATION

- ***Pedestrian Orientation:*** *Development should prioritize walkability, with sidewalks, street trees, and pedestrian-scale lighting to create a welcoming environment.*
- ***Neighborhood Compatibility:*** *Design should reflect the character of surrounding residential areas, with appropriate building scale, setbacks, and landscaping. Consideration should be given to excluding uses such as bars and pawn shops that may disrupt the neighborhood's residential atmosphere.*
- ***Access and Connectivity:*** *Sites should be accessible by multiple modes of transportation, including walking, biking, and local transit where available.*
- ***Parking Considerations:*** *Parking should be located behind or beside buildings where possible, minimizing large surface lots that disrupt the pedestrian experience.*
- ***Mixed-Use Encouragement:*** *In some areas, integrating residential units above commercial spaces can enhance activity and provide housing diversity.*

CORRIDOR COMMERCIAL

MAP LEGEND:
(Page 5-8)



Large-format retail establishments that serve regional shopping needs. These stores are typically located along major corridors and are designed for high vehicle access and visibility







Examples of auto-oriented commercial such as large retailers and a large medical facility.

INTENT AND CHARACTER

Corridor Commercial areas provide larger-scale retail, services, and employment opportunities along state highways identified in the transportation plan. These areas accommodate auto-oriented businesses while also integrating multi-modal access and pedestrian-friendly design where feasible. Corridor Commercial development serves both local and regional markets, offering a broader range of goods and services than Neighborhood Commercial areas.

DEVELOPMENT INTENSITY

- *Moderate to high-intensity commercial development, typically located along major state highways and arterial roads.*
- *Designed for regional accessibility while incorporating elements that support multi-modal transportation.*
- *May include a mix of large retail centers, stand-alone businesses, and office developments.*

B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core), sometimes transitional P4 (Neighborhood Mix)

- Align street functionality standards with the Plans's vision for pedestrian-friendly and multi-modal streetscapes.
- Establish clear street infrastructure standards, including defined right-of-way widths and access provisions.

APPROPRIATE LAND USES

Commercial: Large and mid-size retail stores, shopping centers, restaurants, hotels, entertainment venues, and auto-oriented services (e.g., gas stations, car dealerships).

Residential: Not a primary use, but upper-story residential or nearby mixed-use developments may be appropriate.

Industrial: Light industrial and flex spaces may be allowed, particularly where compatible with commercial and office uses.

Institutional: Civic buildings, hospitals, educational facilities, and community services that support commercial activity.

GUIDANCE AND INTERPRETATION

- ***Site Design and Layout:*** *While auto-oriented access is prioritized, buildings should still incorporate inviting facades facing the street, minimizing blank walls and integrating pedestrian-scale design elements.*
- ***Parking:*** *Traditional suburban parking is located in front of buildings to allow for easy access from the highway. However, parking areas should still include landscaping and pedestrian connections to improve aesthetics and walkability.*
- ***Lot Configuration:*** *Large commercial parcels should provide internal circulation and connectivity to adjacent properties where possible, reducing congestion on major roadways.*
- ***Buffering and Transitions:*** *When adjacent to residential areas, appropriate landscaping, fencing, and step-down transitions in building scale should be used to mitigate impacts.*
- ***Signage and Aesthetic Considerations:*** *Signage should be appropriately scaled, and architectural design should be consistent with community character to maintain an attractive commercial corridor.*

MIXED-USE CORRIDOR COMMERCIAL

MAP LEGEND:
(Page 5-8)



A Mixed-Use Corridor Commercial supports dynamic development area along key corridors that supports a mix of commercial, office, residential, and institutional uses.







This category encourages active ground-floor uses, integrated public spaces, and context-sensitive design that supports complete neighborhoods and community-serving businesses.

INTENT AND CHARACTER

The Mixed-Use Corridor Commercial category supports a pedestrian-friendly, well-planned development that blends retail, office, and residential uses in a vibrant corridor environments. These areas are envisioned as dynamic, complete neighborhoods that foster a strong sense of place. Development is intended to be flexible, focused on pedestrian activity, building-street relationships, and public life. These areas serve as community hubs that provide goods, services, and employment opportunities for surrounding neighborhoods.

This category promotes an active, walkable environment with development that supports multi-modal access and context-sensitive site design. It accommodates public and institutional uses such as libraries, schools, and civic buildings and may include upper-floor residential or live-work units where appropriate. Uses that are incompatible with the intended community character, such as bars, pawn shops, or heavy commercial activity, are discouraged or restricted.

DEVELOPMENT INTENSITY

- *Moderate to high, depending on the surrounding context.*

B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core), P4 (Neighborhood Mix)

- Encourage the creation of overlay districts that allow for adaptable commercial and employment uses, such as retail, office, light industrial, and maker spaces, especially in transitional areas between residential neighborhoods and higher-intensity corridors. These overlays should support context-sensitive flexibility while maintaining compatibility with adjacent development.
- Encourage vertical and horizontal mixed-use development, with active ground floors and residential or office uses above.
- Support moderate setbacks and landscape buffering along corridors, while promoting internal pedestrian connections between buildings, parking areas, and public spaces.
- Require transitions and buffers between corridor commercial and adjacent residential neighborhoods, using setbacks, landscaping, and step-down building heights.
- Encourage low- to mid-rise buildings with a focus on form, facade articulation, and visibility from the public right-of-way.

- *Allows multi-story mixed-use development, typically with commercial on the ground floor and office or residential above.*
- *Intended to evolve with market needs, offering flexibility without compromising compatibility.*

APPROPRIATE LAND USES

Commercial: Retail and office uses that are context-sensitive to the corridor (neighborhood to regional scale). Personal services, restaurants (excluding drive-thru-only), co-working spaces, and hotels. Ground-floor activation encouraged.

Residential: Middle housing types such as townhouses, cottage courts, lofts, and apartments integrated into walkable environments. Residential above commercial is encouraged. Stand-alone apartments may be considered only where pedestrian access and connectivity are strong.

Industrial: Not appropriate, though maker spaces or light creative production may be conditionally permitted if compatible with form and context.

Institutional: Civic and public facilities, such as libraries, clinics, and educational/training facilities.

Recreational: Parks, plazas, open spaces, trails, and water quality features should be integrated into the development fabric to support public gathering and walkability.

GUIDANCE AND INTERPRETATION

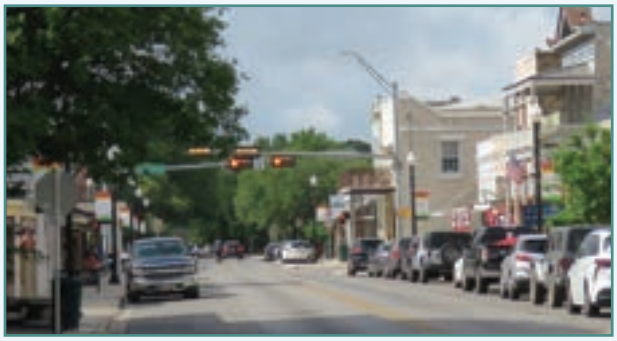
- ***Site Design and Layout:*** *Flexible building configurations should allow for adaptation to different uses over time. Buildings should address the street and create a walkable, pedestrian-friendly frontage.*
- ***Multi-modal Connectivity:*** *Sites should be connected to sidewalks, transit routes, and bike facilities.*
- ***Parking:*** *Should be designed to accommodate various business needs, with shared parking strategies encouraged to maximize efficiency. Excessive surface parking should be avoided.*
- ***Buffering and Transitions:*** *When located near residential areas, appropriate screening, landscaping, and step-down building heights should be implemented to minimize conflicts.*

DOWNTOWN COMMERCIAL

MAP LEGEND:
(Page 5-8)



The Downtown Bastrop land use category will accommodate the existing residential and local commercial along historic Main Street.







Examples of historic structures in a downtown setting.

INTENT AND CHARACTER

The Downtown Commericial category represents the city's historic, commercial and cultural core, supporting a vibrant, walkable environment. This area has a mix of commercial, residential, cultural, and civic uses.

The FLUM reflects this targeted areas to clearly identify the Downtown commercial core. The category prioritizes preservation of this area, historic structures, cultural and civic spaces and established neighborhoods to ensure that new development enhances the area's character while allowing for context-sensitive growth and revitalization.

DEVELOPMENT INTENSITY

- *Medium density development that respects the scale and character of Downtown Bastrop.*
- *New development should respect historic structures and neighborhood patterns, ensuring a preservation of single-family development.*
- *In the main downtown commercial mixed-use buildings that integrate ground-floor retail, offices, and residential units while maintaining a pedestrian-oriented environment is encouraged.*

B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core)

- Expand preservation districts to include areas at risk of losing their historic character due to development pressures.
- Prevent high-intensity development near significant historic areas through special review or permitting.

APPROPRIATE LAND USES

Commercial: Small-scale retail, boutique shops, restaurants, professional offices, and creative workspaces.

Residential: Primarily single-family residential that aligns with the historic character of Downtown and Old Town. Some multi-family may be appropriate, but must maintain similar styles as existing residential or commercial buildings.

Adaptive Reuse & Office Conversion: Older homes may transition to professional offices, studios, or small business spaces, preserving their historic charm while supporting economic activity.

Institutional: Government buildings, libraries, cultural facilities, and museums.

GUIDANCE AND INTERPRETATION

- ***Adaptive Uses:*** *Encourage adaptive reuse of historic properties for offices, professional services, and mixed-use spaces while retaining architectural character.*
- ***Context Sensitive:*** *Support context-sensitive residential development that blends with the existing fabric of Downtown and Old Town.*
- ***Parking:*** *Parking for residential uses may be permitted in the front. Commercial parking should be located at the side or rear to maintain an active and visually engaging streetscape. Promote shared parking solutions where feasible to reduce surface lots and enhance walkability.*
- ***Street Design:*** *Streets should prioritize pedestrians with sidewalks, shade trees, and outdoor gathering areas.*
- ***Connectivity:*** *Strengthen connections between key destinations through wayfinding signage and cohesive design elements.*

INDUSTRIAL

MAP LEGEND:
(Page 5-8)



Available sites remain in the Bastrop Industrial Park to support the recommended uses in the Industrial land use category area.







Business parks, public utility operations, and outdoor storage areas are appropriate in the Industry character area..

INTENT AND CHARACTER

The Industrial category is designated for job-generating uses such as manufacturing, production, warehousing, distribution, food processing, high-tech industries and related activities. It may also encompass technology hubs, research and development (R&D) facilities, and other innovation-driven industries, supporting economic growth and employment opportunities in the area.

DEVELOPMENT INTENSITY

- *Light Industrial: Less disruptive to residential or commercial areas, often involving less noise, pollution, and traffic.*
- *Heavy Industrial: More intensive uses that might include large factories, chemical plants, or manufacturing facilities.*
- *Mixed-Use Industrial: Combining industrial uses with other types of development, such as commercial, often in urban areas or within redevelopment zones.*

B3 CODE CONSIDERATIONS

Applies mostly to: P5 (Core)

- PDDs (Planned Development Districts) could be used here to establish custom standards, transitions, and buffer zones between incompatible uses.

APPROPRIATE LAND USES

Commercial: Offices, professional services, and support retail for employees.

Residential: Residential and live-work uses may be conditionally appropriate within light industrial areas, especially in rural or suburban settings where industrial activity is low-impact, such as artisan manufacturing, tech assembly, or warehousing. However, residential uses should be avoided in or adjacent to heavy industrial areas involving noise, emissions, or high traffic volumes. Compatibility should be evaluated based on operational intensity, environmental impact, and access to infrastructure.

Industrial: Light to moderate industrial, film production studios, high-tech manufacturing, and logistics facilities with proper buffering from non-industrial areas.

Institutional: Manufacturing, production, warehousing, distribution, food processing, high-tech industries and related activities.

GUIDANCE AND INTERPRETATION

- ***Location:*** *Employment Centers are strategically located along state highways and major roadways identified in the transportation plan for easy freight, workforce, and commuter access.*
- ***Parks and Open Space:*** *Business parks and office campuses should incorporate green spaces, pedestrian pathways, and sustainable design elements.*
- ***Buffering and Transition:*** *Industrial and production facilities should be buffered from adjacent residential areas with landscaping and screening.*
- ***Multi-modal Access:*** *These areas should be well-served by major roadways, transit routes, and freight corridors to support workforce accessibility and logistics.*
- ***Parking and Loading:*** *Adequate off-street parking and loading areas should be provided, with separate truck access where applicable to reduce conflicts.*
- ***Site Layout and Design:*** *Business parks and office campuses should incorporate green spaces, pedestrian pathways, and sustainable design elements.*

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Conduct a public hearing, consider and act on Ordinance No. 2026-49 regarding a request to rezone the project site from Rural Residential to Planned Development District ("PDD") with a base district of Mixed Use and General Commercial for the area described as being 157 +/- acres out of the Nancy Blakey Abstract 98 and 221.825 +/- acres out of the Mozea Rousseau Abstract 56, east of FM 20, located at 169 FM 20 and Property Identification Number 25125, Bastrop, TX 78602, and move to include on the November 17, 2026 City Council meeting for a second reading. This development is more commonly known as Bastrop West.

AGENDA ITEM SUBMITTED BY:
Brittany Dullard, Planning Manager

ITEM DETAILS:

Site Location:	East of FM 20, south of State Highway 71
Total Acreage:	Approximately 379+/- acres
Acreage Rezoned:	Approximately 379+/- acres
Property IDs:	Property Identification Numbers: 157+/- acres out of 108532 and all of 25125
Property Owner:	Palms Properties, LLC
Agent Contact:	Vanessa Liu, Place Designers
Existing Use:	Vacant/Undeveloped
Existing Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Development District (PDD), with Mixed Use (MU) and General Commercial (GC) base zoning districts
Overlay District:	None
Existing Future Land Use:	Mixed-Use Corridor Commercial, Residential Mixed Density, and Neighborhood Residential
Proposed Future Land Use:	Mixed-Use Corridor Commercial

BACKGROUND/HISTORY:
The applicant has requested Planned Development District zoning for approximately 379 acres located east of FM 20 and south of SH 71. The property consists of an approximately 157+/- acre portion of the northern tract and a 221.825-acre southern tract and is commonly known as Bastrop West. The property owner submitted a voluntary annexation petition for the southern tract on June 10, 2026.

The Bastrop West PDD proposes a master-planned, mixed-use development incorporating commercial, medical, hospitality, office, residential, institutional, recreational, open space, and

supporting uses. The concept includes a medical mall/healthcare complex, hotel and convention center, retail and office uses, multifamily and townhouse development, senior housing, parks, trails, and regional drainage facilities.

The PDD establishes two primary sub-districts. Parcels 1 through 7 use General Commercial (GC) as the base district and are intended primarily for commercial, medical, hotel, office, retail, and service uses. Parcels 8 through 14 use Mixed Use (MU) as the base district and are intended for residential and supporting commercial uses.

The BDC defines a PDD as a site-specific legislative zoning district intended to provide flexibility for integrated development while achieving equal or superior outcomes compared with conventional base zoning. The approved PD Master Plan and Development Standards Matrix become the governing development standards, with the BDC applying where the PDD is silent.

The MU District is intended to support compact, walkable development with a variety of housing types and neighborhood-serving commercial uses. The GC District is intended for higher-intensity commercial, retail, office, mixed-use, and regional-serving development along corridors and activity centers.

Key PDD Modifications
The PDD generally follows Mixed Use (MU) and General Commercial (GC) standards except where specifically modified. Major modifications include allowing hotel and medical buildings in the GC area up to 84 feet/6 stories, allowing individual GC lots up to 80% impervious cover while maintaining a 65% aggregate maximum, allowing MU buildings up to 70 feet/5 stories, and allowing individual MU lots up to 70% impervious cover while maintaining a 60% aggregate maximum. The MU area also includes modified residential lot and setback standards, a multifamily density cap of 20 units per acre, a single-family density cap of 6 units per acre, and a limitation that residential uses may not exceed 50% of the total MU acreage.

ANNEXATION:
The 221.825-acre southern tract was within the City's statutory ETJ when the applications were submitted. Ordinance No. 2026-19 provides for voluntary annexation of this tract and establishes Rural Residential (RR) as the default zoning upon annexation.

The annexation ordinance was approved on October 27, 2026.

INFRASTRUCTURE:

Water and Wastewater
The applicant is coordinating with Aqua Water Supply Corporation regarding water availability and capacity. Final demand and infrastructure requirements will depend on the specific uses and densities developed within each phase.

The annexation Municipal Service Plan provides that wastewater service will be provided by the City of Bastrop. Final line sizing, extensions, connection points, easements, and capacity will be determined during subdivision and engineering review.

Electric and Gas
Electric service is anticipated through Bluebonnet Electric Cooperative, with final load and infrastructure requirements evaluated as individual phases develop.

Natural gas service will be provided by Centerpoint.

Police and Fire
The Municipal Service Plan provides for police protection by the City of Bastrop Police Department and emergency and fire protection through the City's Fire Department following annexation.

DRAINAGE:
The PDD incorporates regional detention and drainage corridors into the overall open-space system. Final drainage calculations, detention requirements, easements, grading, and infrastructure will be reviewed through subsequent subdivision, Public Improvement Plan, and Site Development Plan applications.

The BDC requires drainage facilities within a PDD to comply with the City's adopted drainage standards.

TRAFFIC AND CIRCULATION:
The BDC requires a Traffic Impact Analysis when development is expected to generate at least 100 new peak-hour trips or 1,000 new average daily trips, or when required due to safety or operational concerns. PDD applications may require a TIA, but the BDC also allows the Director to waive or defer the requirement at the zoning stage.

For this PDD, the Director has deferred the project-wide TIA, at the applicant’s request, because the final mix, density, and timing of uses across the 14 proposed parcels are not sufficiently defined to establish reliable trip-generation assumptions. Traffic analyses will instead be required as individual portions of the project proceed through development. The PDD requires a TIA prior to preliminary plat approval or when development is expected to materially affect surrounding streets.

The conceptual circulation plan includes primary multimodal streets and local connector streets providing internal connectivity and connections to the surrounding roadway network.

TREE PRESERVATION:
Because the property exceeds five acres, the BDC requires a preliminary tree survey with the PDD application. Detailed tree surveys and Tree Removal and Preservation Plans are required with subsequent development applications or prior to land disturbance.

The applicant submitted a Heritage Tree Inventory identifying trees from a sample of the northern portion of the site, by condition. The PDD prioritizes preservation of healthy heritage trees while recognizing that some removals may be necessary for roads, utilities, drainage, and other infrastructure. Final removal, preservation, mitigation, and replacement requirements will be reviewed during subsequent development review.

OPEN SPACE AND PARKLAND:
The PDD proposes an integrated system of parks, trails, greenbelts, drainage corridors, regional detention, and publicly accessible open space.

Section 9.4 of the PDD states that approximately 14.6% of the gross project acreage, excluding public rights-of-way, will be included within the open-space system. Exhibit H currently identifies approximately 45.2 acres as open space/parkland.

Final parkland dedication, improvements, ownership, maintenance, and fee-in-lieu requirements will be determined during platting in accordance with Chapter 10 unless otherwise modified by the PDD.

PUBLIC NOTICE:
The BDC requires a public hearing before the Planning and Zoning Commission followed by City Council consideration. For PDDs, mailed notice is provided to property owners within 500 feet and a zoning notice sign must remain posted through final Council action.

Newspaper Notice: October 1, 2026
Mailed Notice: October 12, 2016
Zoning Sign Posted: October 2, 2026
Written Comments Received: At the time of this staff report, we have received **1** comment in favor, and **3** comments opposed.

If the Planning and Zoning Commission unanimously recommends denial, the BDC requires a three-fourths vote of all City Council members for Council approval.

COMPLIANCE WITH THE 2036 COMPREHENSIVE PLAN:
The adopted Future Land Use Map currently identifies the property as a combination of Mixed-Use Corridor Commercial, Residential Mixed Density, and Neighborhood Residential. The applicant has concurrently requested an amendment to designate the entire property as Mixed-Use Corridor Commercial.

The Comprehensive Plan describes Mixed-Use Corridor Commercial as a pedestrian-friendly corridor designation supporting a mix of commercial, office, residential, institutional, and employment-generating uses with an emphasis on walkability, multimodal access, and coordinated development.

The proposed PDD includes many of these elements and is located along two major transportation corridors, SH 71 and FM 20. If the concurrent Future Land Use Map amendment is approved, the entire property would have a common Mixed-Use Corridor Commercial designation prior to final PDD zoning action.

FISCAL IMPACT:
The Bastrop West project involves a potential public-private partnership between the developer and the City.

The proposed development includes a medical mall complex and a hotel/convention center, with the hotel/convention center anticipated to be considered under the City's Qualified Hotel Project framework.

Adoption of the PDD does not commit City funds or establish or approve any specific public-private partnership framework at this time. If a public-private partnership or related financial agreement is proposed, it will be brought forward at a future date for separate consideration and approval by the City Council.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission is scheduled to make a recommendation to the City Council at their regularly scheduled meeting on October 29, 2026.

RECOMMENDATION:
Conduct a public hearing and consider and act on Ordinance No. 2026-49 regarding the request to rezone approximately 379+/- acres from Rural Residential (RR) to Planned Development District (PDD), with Mixed Use (MU) and General Commercial (GC) base zoning districts, for the development commonly known as Bastrop West, and move to include on the November 17, 2026, City Council meeting for a second reading.

ATTACHMENTS:
- Ordinance No. 2026-49
- Attachment 1: Bastrop West PDD Document (Proposed)
- Exhibit A: Property Map
- Exhibit B: Conceptual Land Use Plan
- Exhibit C: Sub-District Map
- Exhibit D: Phasing Plan
- Exhibit E: Heritage Tree Survey
- Exhibit F: Preliminary Tree Preservation Plan
- Exhibit G: Survey
- Exhibit H: Open Space Plan
- Exhibit I: Circulation Plan
- Attachment 2: Annexation Exhibit (Proposed)
- Attachment 3: Municipal Service Plan Agreement (Proposed)
- Attachment 4: Architectural Pattern Book

ORDINANCE NO. 2026-49

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, REZONING APPROXIMATELY 379+/- ACRES OF LAND LOCATED EAST OF FM 20 AND SOUTH OF SH 71, COMMONLY KNOWN AS BASTROP WEST, FROM RURAL RESIDENTIAL (RR) TO PLANNED DEVELOPMENT DISTRICT (PDD), WITH GENERAL COMMERCIAL (GC) AND MIXED USE (MU) BASE ZONING DISTRICTS; APPROVING THE PDD MASTER PLAN AND DEVELOPMENT STANDARDS; AMENDING THE OFFICIAL ZONING MAP; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas 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, the City exercises zoning authority under Texas Local Government Code Chapter 211 and the Bastrop Development Code (BDC), adopted by Ordinance No. 2026-06; and

WHEREAS, Palms Properties, LLC has requested to rezone approximately 379.639 acres, consisting of approximately 157+/- acres out of the Nancy Blakey Survey, Abstract No. 98, and 221.825 acres out of the Mozea Rousseau Survey, Abstract No. 56, from Rural Residential (RR) to Planned Development District (PDD); and

WHEREAS, the proposed Bastrop West PDD establishes General Commercial (GC) and Mixed Use (MU) sub-districts intended to accommodate commercial, medical, hospitality, residential, recreational, and supporting uses within a coordinated master-planned development; and

WHEREAS, the City Council finds that the proposed PDD promotes orderly development, economic growth, housing opportunities, infrastructure coordination, and preservation of open space consistent with the goals of the City's Comprehensive Plan; and

WHEREAS, the City Council has considered the proposed zoning amendment, applicable development regulations, and the recommendation of the Planning and Zoning Commission; and

DRAFT

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Zoning Amendment. The City Council hereby approves the rezoning of approximately 379+/- acres, commonly known as Bastrop West, from Rural Residential (RR) to Planned Development District (PDD), with General Commercial (GC) and Mixed Use (MU) base zoning districts, as depicted in the attached exhibits.

Section 3. Planned Development District Approval. The City Council hereby approves and adopts the Bastrop West PDD Document, including the Master Plan, Development Standards Matrix, and associated Exhibits A through I, attached and incorporated herein. Development shall comply with the approved PDD standards and applicable provisions of the Bastrop Development Code. Where the PDD is silent, the Bastrop Development Code shall apply.

Section 4. Official Zoning Map. The City Council directs the Development Services Department to amend the Official Zoning Map to reflect the approved Planned Development District and its designated sub-districts.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 3rd day of November 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 17th day of November 2026.

APPROVED:

***by*:** _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

DRAFT

PLANNED DEVELOPMENT DISTRICT (PDD)

BASTROP WEST

August 2, 2026

1. PURPOSE & INTENT

The goal of the Bastrop West PDD and Mixed Use Project is to promote a range of development within an overall Master Plan, street network, public space, and sustainable infrastructure framework that will become a vibrant, walkable, and ecological neighborhood for the City of Bastrop, Texas. The vision for this new planned development district builds upon the recent growth and momentum that has shaped the City of Bastrop into one of Austin's most desirable regional suburban centers, setting a new standard for building the highest quality suburban development that serves residents, businesses, and visitors alike. Bastrop West will join major regional transportation pathways and be fully connected to historic sites like Main Street & Old Town to the east and developing residential districts to the west. Pedestrian trails & pathways throughout the development will assure interaction with nature and protection of heritage trees within an exciting mixed-use development.

Bastrop West is designed as a destination for residential, commercial and retail activity near major connecting highways just west of the Colorado River, less than 1 mile from City Hall and the Central Business District. This PDD is located on the western edge of Bastrop with access from State Hwy 71 and FM 20. This approximately 379-acre area sits within the City limits. The entire site is relatively flat with excellent street frontage and access from multiple directions: west, north and east. The land gradually drains to the south into the Colorado River basin. The property has been in agricultural land use as pasture and grassland. This PDD thoughtfully protects heritage trees within the entire development area. Terraced ponds and storm detention areas are strategically designed with walkable pedestrian trails intended as natural amenity areas and open space.

The City of Bastrop enjoys significant visibility and adjacency to both Austin and Houston. As population growth continues to encroach on Bastrop from both major metropolitan areas, the Bastrop West PDD provides a mix of commercial and retail activity within a concentrated setting of multifamily apartments, condominiums, townhomes, and retail venues. Bastrop West will become the western gateway to the City along westbound Hwy 71. The project is envisioned as a prominent mixed-use destination serving residents, visitors, employers, healthcare providers, and regional businesses. Bastrop West will be a mixed-use district within an established and growing historic City.

The purpose of the Bastrop West PDD is to guide the future development of the property, located near the corner of SH 71 frontage road and FM 20 intersection. Inspired by a new appreciation for convenient, "live-work" environments, this PDD brings nature closer to an evolving culture of work-from-home settings. The development offers much-needed, convenient retail sites surrounding a central hotel/convention center venue and a regional health care & hospital facility.

The Bastrop West PDD is intended to provide flexibility in site planning, building placement, circulation, infrastructure, and development standards that cannot be efficiently achieved through conventional zoning districts alone. Through a coordinated master planning approach, the PDD allows the integration of complementary land uses, shared infrastructure, open space preservation, and phased development while maintaining consistency with the goals and policies of the City of Bastrop Comprehensive Plan.

A. Bastrop West is intended to be a diverse multi-generational, mixed-use, residential neighborhood that includes retail streets, a neighborhood office complex, senior facilities, hotel, convention center, hospital / urgent care facility, a community center, childcare, with multi-family and townhouse residential units within a neighborhood trail and park-like setting.
B. The objective of the Bastrop West is to build a mixed-use community that is both highly sustainable and unique in character, while offering a range of amenities for residents, set within an attractive pedestrian environment. The development is also intended to create significant employment opportunities through healthcare, hospitality, office, educational, research, and commercial uses that support the continued growth of Bastrop and the surrounding region.
C. Bastrop West’s land use strategy focuses on several key sites for a premier Hotel & Convention Center and nearby Hospital / Medical Mall hub with adjacent retail and commercial space. Residential neighborhood parcels are intended in the southern portion of the site within convenient walking distance to retail and service uses. The result will be a well-planned, phased mixed-use development in which residents and business owners can easily engage in a wide range of services, businesses, public spaces, health care, entertainment, education, recreation, supporting amenities, and nature trails without requiring the use of cars.
D. The project supports the City of Bastrop Comprehensive Plan by directing growth to a major transportation corridor, expanding housing choices, promoting economic development, encouraging walkable mixed-use development patterns, and preserving significant open space, natural drainage features, and heritage trees. Bastrop West will expand the City's commercial tax base while providing regional healthcare, hospitality,

employment, and retail services that strengthen Bastrop's role as a regional destination within Central Texas.

2. PLANNING FRAMEWORK & PDD BENEFITS

The Bastrop West PDD is intended to provide flexibility in site planning, building placement, circulation, infrastructure, and development standards that cannot be efficiently achieved through conventional zoning districts alone. Through a coordinated master planning approach, the PDD allows the integration of complementary land uses, shared infrastructure, and phased development while maintaining consistency with adopted City planning objectives.

The development is expected to create significant employment opportunities and expand access to healthcare, hospitality, commercial, educational, and professional services within the region.

The project advances the goals of the City of Bastrop Comprehensive Plan through coordinated growth, expanded housing opportunities, economic development, and preservation of important natural features while strengthening Bastrop's role as a regional destination.

3. PROPERTY

The Bastrop West PDD consists of approximately **379.639 acres of land** under unified control, generally located south of State Highway 71 and east of FM 20, within the City of Bastrop.

The PDD includes the following tracts:

- **North Tract**: Approximately 157.814 acres, identified as Bastrop County Property ID 108532, legally described as *ABS A98 Blakey, Nancy, 169.7280 acres*.
- **South Tract**: Approximately 221.825 acres, identified as Bastrop County Property ID 25125, legally described as *ABS A56 Rousseau, Mozea, 220.0900 acres*.

A map depicting the PDD boundary, parcel limits, and current jurisdictional status is included as **Exhibit A – Property Map**.

The PDD zoning regulations shall apply to all property within the City limits upon adoption of this ordinance and shall apply to property within the ETJ upon **annexation** into the City of Bastrop in accordance with applicable law.

4. APPLICABILITY OF CITY ORDINANCES

This PDD shall be applicable to zoning as it applies to all portions of the Property. Development shall comply with this ordinance, the approved Master Plan, and the Development Standards Matrix adopted herewith.

Except where expressly modified by this PDD, development shall comply with the applicable provisions of the Bastrop Development Code. All plats, site development plans, and building permits shall be substantially consistent with the Master Plan and Development Standards Matrix.

Where a conflict exists between this PDD, the Development Standards Matrix, and the Bastrop Development Code, the provisions of this PDD shall control. Where this PDD is silent, the Bastrop Development Code shall apply.

5. BASE ZONING DISTRICTS

The Bastrop West PDD is established as a custom zoning district and is generally consistent with the City of Bastrop's **Mixed Use (MU)** and **General Commercial (GC)** zoning districts. Each parcel within the PDD is assigned a base zoning designation, which establishes the applicable standards where this PDD or the Development Standards Matrix does not modify them.

Parcel-based base zoning is identified in Table 5.A and depicted on **Exhibit B – Conceptual Land Use Plan**. Each designation applies only to the parcel to which it is assigned.

Table 5.A: Parcel Base Zoning

Parcel No.	Base Zoning	Approx. Acreage	Purpose
1	General Commercial (GC)	10.8	Commercial and service-oriented uses including retail, office, medical mall, hotel/convention center
2	General Commercial (GC)	13.7	
3	General Commercial (GC)	11.5	
4	General Commercial (GC) - w/ Medical Mall	24.5	
5	General Commercial (GC)	18.2	
6	General Commercial (GC)	7.3	
7	General Commercial (GC) - w/ Hotel/Convention Center	33.2	
8	Mixed Use (MU)	8	Residential, commercial, civic uses; flexible building types and open space
9	Mixed Use (MU)	21.5	
10	Mixed Use (MU)	60.5	
11	Mixed Use (MU)	26.2	
12	Mixed Use (MU)	27.5	
13	Mixed Use (MU)	7.8	
14	Mixed Use (MU)	36.5	

Open Space parcel(s) dedicated for drainage/open space/parkland requirements, refer to Exhibit H. Refer to Exhibit B Master Plan Summary Table for Drainage Acreage

A map depicting parcel-based zoning in sub-districts 1 and 2 is included as **Exhibit C – Sub-District Designations**.

6. MINIMUM STANDARDS

Development within the Bastrop West PDD shall comply with the following minimum standards:

- Lot sizes, setbacks, height, and impervious coverage (Section 9).
- Land use, density, drainage, open space, and tree preservation (Section 9).
- Residential standards by Sub-District (Sections 9.A & 9.B).
- At least 10% of property dedicated to civic/open space (Section 9.4).
- Height and area regulations default to base zoning unless modified.

7. PD MASTER PLAN

The Bastrop West PDD is governed by a PD Master Plan, which establishes a conceptual framework for development across the property, including land uses, development parcels, circulation, and open space.

Master Plan Adoption as Zoning: The PD Master Plan, Development Standards Matrix, and associated exhibits are adopted as part of the PDD zoning ordinance and shall govern development unless amended by ordinance.

Compliance with Approved Plans: No development shall begin, and no building permit shall be issued until a PD site plan substantially consistent with the Master Plan is approved.

Required Findings for Approval: Council may approve a PDD only if it finds:

1. **Comprehensive Plan Consistency.** The PD Master Plan and Development Standards Matrix are consistent with the City of Bastrop Comprehensive Plan (2016–2036), as amended in May 2025, by: directing higher-intensity commercial and mixed-use development to a designated growth corridor west of the Colorado River; implementing the Future Land Use Plan and Growth Potential Map by concentrating General Commercial and Mixed Use intensity along the SH-71 corridor; and advancing adopted Community Growth and Land Use & Community Image goals for infrastructure-served growth, context-sensitive design, expanded parks and open space, and a mix of housing near employment and services.
2. **Enhanced Outcomes.** The PDD achieves equal or superior outcomes compared to conventional zoning in at least three of the following areas: site design; connectivity and multimodal access; open space and parks; tree preservation and environmental performance; housing variety/attainability; and infrastructure phasing and efficiency.

3. **Adequate Public Facilities.** Adequate public facilities and services, including water, wastewater, drainage, and transportation, are or will be available in a timely manner to serve the development consistent with the City's adopted plans.
4. **Clear, Enforceable Regulations.** The PD Master Plan and Development Standards Matrix provide clear, internally consistent, and enforceable regulations that can be administered through existing development review processes.
5. **Legal Compliance.** The PDD complies with all applicable state laws and has been processed in accordance with required public notice, hearing, and recommendation procedures.

7.A Public Benefits AND Enhanced Outcomes

The Bastrop West PDD provides public benefits and enhanced development outcomes that equal or exceed those achievable under conventional zoning districts. In consideration of the requested modifications to building height, impervious coverage, frontage requirements, and block standards, the development will provide substantial community benefits, including:

1. Preservation of significant open space, natural drainage corridors, and existing heritage tree resources.
2. Dedication of civic spaces, parks, trails, and publicly accessible open space integrated throughout the development.
3. Construction of an interconnected pedestrian and trail network that promotes walkability and multimodal connectivity.
4. Expansion of housing opportunities through a mix of residential product types supporting a range of household sizes, ages, and income levels.
5. Creation of substantial employment opportunities through medical, hospitality, commercial, office, research, educational, and service-oriented uses.
6. Development of regional-serving facilities, including a medical campus and hotel/convention center, that strengthen Bastrop's economic base and reduce the need for residents to travel outside the community for services.
7. Coordinated infrastructure planning and phased development that promotes efficient delivery of public utilities, transportation improvements, drainage facilities, and public amenities.

8. SUB-DISTRICTS & DEVELOPMENT STANDARDS MATRIX

For planning and regulatory purposes, the Property is organized into two Development Sub-Districts. Sub-Districts group parcels with similar development intents, establish overarching purposes, and guide the application of the Development Standards Matrix across multiple parcels.

Development within the Bastrop West Planned Development District shall comply with the Development Standards Matrix adopted as part of this ordinance. The Development Standards Matrix establishes the permitted uses, development standards, and modifications applicable within the PDD.

The Development Standards Matrix is intended to provide a flexible regulatory framework that accommodates a mix of uses and development intensities across the PDD while ensuring orderly development and compatibility with surrounding areas.

Where the Development Standards Matrix modifies or conflicts with the standards of the identified base zoning district(s) or other provisions of the Bastrop Development Code, the standards of this PDD shall control. Where the Development Standards Matrix is silent, the applicable standards of the Bastrop Development Code shall apply.

Sub-District 1 – General Commercial (GC)

- **Parcels:** 1-7
- **Total Acres:** 156.3
- **Purpose:** Sub-District 1 is intended to accommodate commercial and service-oriented uses, including a medical mall, hotel/convention center, retail, office, and related supporting uses. Development shall conform to the standards and modifications set forth in the Development Standards Matrix.
- **Additional Allowed Uses:** Tennis Court / Recreation, Heliport (for Hospital), College / University, Research & Development Lab

9.A GENERAL COMMERCIAL (GC) – SUB-DISTRICT 1
ARTICLE 14.02.003 D. DISTRICT REQUIREMENTS

STANDARD	STANDARDS	DEVELOPMENT ISSUE	PROPOSED MODIFICATION	REASONING
Minimum Lot Size	¼ acre (10,890 sq. ft.)			
Minimum Lot Width	75 feet			
Front Setback	20 feet			
Side Setback	5 feet			

Corner Side Street Setback	10 feet			
Rear Setback	20 feet			
Maximum Building Height	55 feet (5 stories)	To create a dense urban development requires taller buildings in the retail and central core areas.	Hotel and medical up to 84 feet (6 stories @14 foot floor to floor)	In order to create an urban development, flexibility on height of buildings is required.
Maximum Impervious Coverage	65%	To create a dense urban development requires more coverage for buildings, parking, and multi-use pathways.	80% max. on any lot maintaining 65% aggregate maximum for this zoning category.	Allows more densely planned development areas while preserving greenbelts and regional detention facilities.

Sub-District 2 – Mixed Use (MU)

- **Parcels:** 8-14
- **Total Acres:** 223.4
- **Purpose:** Sub-District 2 is intended to accommodate a mix of residential and supporting commercial uses, including apartments, townhomes, senior housing, live/work units, and neighborhood-serving retail, offices, and restaurants. This Sub-District is designed to encourage compact, walkable development that allows residents to live, work, and access services within the community. Development shall conform to the standards and modifications set forth in the Development Standards Matrix.
- **Additional Allowed Uses:** Single-Family Detached, Tennis Court / Recreation, Outdoor Entertainment, College / University, Research & Development Lab
- **Development Restrictions:** Multi Family shall have a maximum density of 20 units per acre and Single Family Residential shall have a maximum density of 6 units per acre. Total residential shall not exceed 50% of the total mixed use acreage.

9.B MIXED USE (MU) – SUB-DISTRICT 2
ARTICLE 14.02.003 C. DISTRICT REQUIREMENTS

STANDARD	REQUIREMENT	DEVELOPMENT ISSUE	PROPOSED MODIFICATION	REASONING
Minimum Lot Size	1/3 acre (14,520 sq. ft.) 2,000 sq. ft. for Townhomes 4,000 sq. ft. for Duplex Lots.	To allow more compact single-family lots within a mixed-use environment.	5,000 sq. ft. for residential uses.	Smaller lots support attainable housing and a walkable, urban pattern consistent with the PDD's intent.
Minimum Lot Width	50 feet Townhomes – 20 feet Duplex lots – 40 feet			
Front Setback	15 feet	For detached single-family residential buildings.	10 feet	Shallower setbacks support a more pedestrian-oriented streetscape.
Side Setback	5 feet minimum			
Corner Side Street Setback	10 feet			
Rear Setback	15 feet	For detached single-family residential buildings.	10 feet	Provides flexibility on smaller lots while maintaining functional rear yards.
Maximum Building Height	45 feet (4 stories)	To create a dense urban development requires taller buildings in the mixed-use core areas.	70 feet (5 stories @ 14 foot floor to floor)	In order to create an urban development, flexibility on height of buildings is required.
Maximum Impervious Coverage	60%	To create a dense urban development requires more coverage for buildings,	70% max. on any lot maintaining 60% aggregate maximum for	Allows more densely planned development areas while preserving greenbelts and

		parking, and multi-use pathways.	this zoning category.	regional detention facilities.

Exhibit C – Sub-District Map shows sub-district boundaries.

9.1 Impervious Cover Analysis

The impervious cover standards established in this PDD are based on the anticipated development program, building types, parking demands, circulation requirements, and land use intensity associated with each parcel. The analysis is intended to demonstrate that the proposed impervious cover allowances are necessary to accommodate the planned mix of medical, hospitality, commercial, residential, civic, and mixed-use development while preserving open space, drainage corridors, parkland, and environmental resources elsewhere within the Property.

Impervious cover percentages shown below are planning-level estimates and may be redistributed among parcels through future site plan approvals, provided overall compliance with this PDD is maintained. Parcel-specific impervious cover allocations may vary based on final development needs and site design considerations and may be adjusted administratively, provided the total impervious cover permitted for the overall development site is not increased. Public rights-of-way shall be excluded from impervious cover calculations.

Each application (Public Improvement Plan, Site Development Plan, and Building Permit) shall have an Impervious Cover Table calculation of the specific Impervious Cover for the site(s) being developed and the overall aggregate Impervious Cover for the project, as applicable to the zoning sub-district. . Any request to increase the overall impervious cover limitations established by this PDD shall require approval of a zoning amendment by the City Council.

The impervious cover modifications requested by this PDD are offset by project-wide open space requirements, preservation of natural drainage corridors, parkland dedication, trail systems, and compliance with all applicable drainage and stormwater regulations.

9.2 Project Rendering

A conceptual site plan rendering of the Bastrop West project, subject to modification as permitted under this PDD and the Development Standards Matrix, is shown in **Exhibit B – Conceptual Land Use Plan**, incorporated herein by reference. The final number, size, use, and location of buildings may vary on the final site plan(s) in accordance with the Master Plan and

assigned Sub-Districts. Uses are limited to uses allowed within that zoning type unless otherwise stated in PDD.

9.3 Site Plan Approval, Phasing, and Annexation

Final site plan(s) shall be subject to City review and approval. This PDD allows for multiple site plans and phased subdivisions to accommodate the development of the Property over time in general accordance with **Exhibit D – Phasing Plan**. Approval of each site plan shall be based on its individual merits, provided that, collectively, all site plans implement an integrated mixed-use development consistent with this PDD, the Development Standards Matrix, applicable subdivision and development regulations, and the phasing framework shown on Exhibit D. The annexation and incorporation of the South Tract into the City limits are assumed as part of the overall phasing concept and shall occur in coordination with the timing of development on that tract. Approval of one site plan is **not** contingent upon approval of others but is contingent upon final platting, annexation where applicable, and access to public streets and infrastructure.

9.4 Open Space and Parkland

The Bastrop West Planned Development District incorporates an integrated open space system consisting of approximately 14.6 percent (14.6%) of the gross project acreage, exclusive of public rights-of-way. This open space network is intended to preserve significant natural features while providing parks, trails, greenbelts, drainage corridors, recreation areas, and publicly accessible open spaces that serve the residents, businesses, and visitors of the development.

The planned open space system is intended to accommodate the project's parkland dedication requirements, regional and local drainage facilities, publicly accessible open space, multi-use trails, natural resource preservation areas, and related recreational amenities. Parkland dedication, reservation, fee-in-lieu, ownership, maintenance responsibilities, and the timing of improvements shall be determined during subdivision platting and Site Development Plan review in accordance with Chapter 10 of the Bastrop Development Code, unless specifically modified by this Planned Development District.

The location and configuration of parks, open space, trails, drainage facilities, and associated public amenities may be adjusted during final engineering and platting, provided the development maintains an integrated open space system of approximately fourteen percent (14%) of the gross project acreage and continues to satisfy the intent of this PDD and applicable City regulations.

9.5 Off-Street Parking, Loading, and Bicycle Parking Standards

The purpose is to provide adequate off-street parking, loading, and bicycle facilities while supporting shared parking, multimodal access, and compact mixed-use development.

Reductions or alternative compliance may be approved based on shared parking, parking demand studies, or reserve/banked spaces per the Bastrop Development Code.

10. TREE PRESERVATION AND MITIGATION

10.1 PDD Stage Applicability

Per Article 14.06 of the City of Bastrop Code, a preliminary tree survey shall be submitted with this PDD due to the site exceeding five (5) acres.

The preliminary tree survey prepared for Bastrop West consists of an inventory of all heritage trees on the 379 acre property.. The survey includes species identification, tree size, condition assessment, and location data. This survey is for planning purposes only.

The preliminary survey is intended to identify significant heritage tree concentrations, and environmental constraints that may influence the Master Plan, future development patterns, and implementation of the Heritage Tree Preservation Framework established in Section 10.2.

Identification of individual protected trees, DBH measurements, and mitigation calculations are **not required at this stage**.

10.2 Heritage Tree Preservation Framework

Consistent with Article 14.06 of the Bastrop Development Code, preservation efforts within the Bastrop West PDD shall prioritize the retention of viable Heritage Trees while recognizing the need to accommodate roadway improvements, utility infrastructure, drainage facilities, floodplain management, and other public improvements necessary to serve the development.

The following framework shall guide evaluation of Heritage Trees identified within the Preliminary Tree Survey and future Tree Preservation Plans associated with development of the Property. **Any protected or heritage tree not assessed as dead/diseased by an arborist is subject to full mitigation requirements at the time of removal.**

Condition	Preservation Standard
Dead	Remove all dead Heritage Trees. Dead trees provide no long-term preservation value and should be excluded from preservation calculations.
Poor	Removal permitted administratively based on the arborist's assessment. Poor-condition trees should not be considered priority preservation assets or count toward preservation objectives.
Fair	Preserve where feasible; removal may be approved during Site Plan review when necessary to accommodate streets, utilities, drainage

	facilities, grading, lot layout, public improvement plans, or other essential development improvements.
Good	Preserve to the maximum extent practicable. Removal should be limited to unavoidable impacts associated with public right-of-way improvements, utility infrastructure, drainage facilities, floodplain management, or other critical public improvements.

Good Trees Proposed for Removal Outside Infrastructure Corridors:

Subject to the City's standard Heritage Tree permit and mitigation requirements.

Preservation Objective

The Bastrop West PDD shall focus preservation efforts on healthy, sustainable tree resources by retaining the majority of Good-condition Heritage Trees and preserving significant native tree stands where practical, consistent with the intent of Article 14.06 and the City's natural resource preservation goals.

This framework is intended to establish a clear, objective preservation strategy while providing flexibility necessary to achieve roadway connectivity, utility service, drainage compliance, and orderly site development within the Planned Development District.

Mitigation measures shall be Consistent with Article 14.06 of the Bastrop Development Code.

10.3 Detailed Survey and Plan

A full tree survey and Tree Removal & Preservation Plan meeting all code requirements will be submitted with site development plans, public improvement plans, or prior to any land disturbance, whichever comes first.

Final tree surveys, preservation plans, mitigation calculations, root protection measures, and tree replacement requirements shall be reviewed and approved during subdivision platting, site development plan review, public improvement plan review, and permitting, as applicable, in accordance with Article 14.06 of the Bastrop Development Code.

10.4 Flexibility

Nothing in this Section increases PDD obligations beyond city code. The PDD allows flexibility for site design, parking, development layout, and implementation of the Heritage Tree Preservation Framework while ensuring full compliance at the detailed review stage.

10.5 City Review

The City's review at the PDD stage is for general planning only; approval does not constitute approval of tree removal, mitigation, or preservation plans.

Compliance with Article 14.06 Tree Preservation and Mitigation requirements shall be demonstrated at subsequent stages of development review unless specifically modified by this PDD.

11. PEDESTRIAN & VEHICULAR CIRCULATION

11.1 Design Intent

Circulation improvements within the Bastrop West PDD shall prioritize safe, efficient, and accessible movement for vehicles, pedestrians, and bicycles, promoting connectivity within the Property and to adjacent streets and public amenities.

11.2 Circulation Plans

The PD Master Plan establishes conceptual locations for internal streets, sidewalks, trails, and pathways, ensuring access to all parcels, open spaces, and civic uses. Off-site pedestrian and bicycle connections to adjacent developments or public amenities may be incorporated into final site plans.

11.3 Modifications to Circulation

Minor adjustments to street alignments, pathways, or access points may be approved during site plan review to protect trees, accommodate building placement, or meet fire, safety, and accessibility requirements. Substantial deviations from the Master Plan's circulation patterns require written approval from the City Manager or designee. Internal streets shown on the Master Plan are intended to function as public streets unless otherwise approved.

11.4 Traffic Impact Analysis

A Traffic Impact Analysis, prepared by a qualified professional and approved by the City, is required prior to preliminary plat approval or when development is expected to materially affect surrounding streets. The analysis shall evaluate traffic volumes, intersections, pedestrian crossings, and multimodal integration.

11.5 Coordination with Other Standards

All circulation improvements must comply with Bastrop Development Code standards for streets, sidewalks, crosswalks, and fire access, unless modified by this PDD or the Development Standards Matrix. Shared streets, pedestrian plazas, and alternative mobility strategies may be incorporated where consistent with the Master Plan and City approval.

12. SUBMISSION AND REVIEW PROCESS

Submission and Review Process shall follow standard City of Bastrop process.

13. ADMINISTRATIVE FEES

All standard city fees and third-party review costs apply in accordance with the City fee schedule.

14. PDD MODIFICATIONS

The Bastrop West Planned Development District (PDD) is intended to provide a flexible regulatory framework while maintaining consistency with the approved Master Plan and Development Standards Matrix.

14.1 Administrative Modifications

The City Manager or designee may approve modifications that remain in substantial conformance with this PDD, including:

- Adjusting the size, configuration, or boundaries of Master Plan parcels (less than 10%).
- Modifying internal circulation, street alignment, or access points.
- Changing phasing sequence or timing of development.
- Adjusting parking layout, shared parking, or loading areas.
- Minor deviations in building height, or public space that do not materially alter uses or intensity.
- Changing permitted uses within the PDD consistent with its framework.

Administrative modifications do not require a zoning amendment, public hearing, or City Council approval.

14.2 Major Amendments

Amendments that materially alter the PDD's intent, uses, or regulatory framework require City Council approval. This includes:

- Changes to permitted uses beyond the PDD framework.
- Increases in building height, density, or lot coverage.
- Substantial modifications to the Master Plan affecting land use or circulation.

14.3 Interpretation

The City Manager or designee determines whether a proposed change is administrative or a major amendment. This determination is subject to appeal procedures.

15. EXHIBITS

The following exhibits are attached hereto and incorporated by reference as part of this Planned Development District:

Exhibit A – Property Map

- Shows parcels, boundaries, and existing context.

Exhibit B – Conceptual Land Use Plan

- Gives a realistic site context with proposed land use, surrounding roads, and features.

Exhibit C – Sub-District Map

- Illustrates Sub-District 1 (GC) and Sub-District 2 (MU) boundaries.

Exhibit D – Phasing Plan

- Shows the proposed sequence of development across all parcels.

Exhibit E – Heritage Tree Inventory

- Identifies the location and condition of heritage trees across all parcels.

Exhibit F – Preliminary Tree Preservation Plan

- Report prepared by Arborists – Bartlet Tree Experts

Exhibit G – Survey

- Survey prepared by Surveyor – Bartlet Tree Experts

Exhibit H – Open Space Plan

- Identifies the Open Space that will be preserved for Drainage and Parkland Dedication.

Exhibit I – Circulation Plan

- Identifies the location of major roadway system through the property.

HWY 71

F.M. 20

NORTH TRACT
157.814 AC.

SOUTH TRACT
221.825 AC.

BASTROP CITY LIMITS
BASTROP ETJ

PACK HORSE DRIVE

HUNTERS CROSSING BLVD

HUNTERS POINT DR

HOME DEPOT

BASTROP WEST

BASTROP, TEXAS

OCTOBER 27, 2026

N

0 200 400 FT

PROPERTY MAP

EXHIBIT A

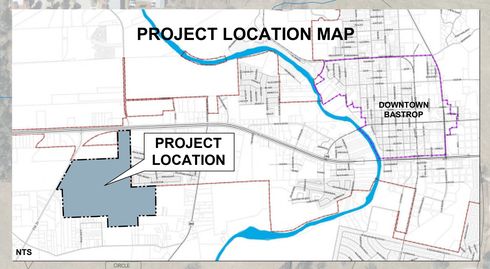
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All information furnished regarding this property is from sources deemed reliable. However, Consultant has not made an independent investigation of these sources and no warranty or representation is made by Consultant as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change.

HWY 71



VICINITY MAP
NOT TO SCALE

F.M. HIGHWAY NO. 20
(100' RIGHT-OF-WAY WIDTH)
ASPHALT PAVEMENT

PARCEL 1
COMMERCIAL
10.8 AC.

PARCEL 2
COMMERCIAL
13.3 AC.

PARCEL 3
COMMERCIAL
11.5 AC.

PARCEL 4
MEDICAL MALL
24.5 AC.

PARCEL 5
COMMERCIAL
18.3 AC.

PARCEL 6
COMMERCIAL
7.1 AC.

PARCEL 7
HOTEL | CONFERENCE
32.1 AC.

PARCEL 8
MIXED-USE
10.0 AC.

PARCEL 9
MIXED-USE
21.8 AC.

PARCEL 10
MIXED-USE
61.3 AC.

PARCEL 11
MIXED-USE
26.7 AC.

PARCEL 12
MIXED-USE
24.7 AC.

PARCEL 13
MU.
10.2 AC.

PARCEL 14
MIXED-USE
36.5 AC.

REGIONAL
DETENTION

BASTROP CITY LIMITS
BASTROP ETJ

HUNTERS POINT DR

PACK HORSE DRIVE

BEAR HUNTER DRIVE
(60' R.O.W.)
HUNTERS CROSSING
BEAR HUNTER DRIVE
PHASE 1
(5/120-A)

HUNTERS POINT DRIVE
(60' R.O.W.)

OUTFITTER DRIVE (50' R.O.W.)

CORDURA DRIVE
(60' R.O.W.)
(4/175-B)

BASTROP WEST
Bastrop, Texas
10/27/2026

392 Acres
Preliminary Conceptual Land Use Plan

Development

Parcel	Product	Acreage
1	Commercial	10.8 ac.
2	Commercial	13.3 ac.
3	Commercial	12.0 ac.
4	Hospital/Medical Mall	24.5 ac.
5	Commercial	18.3 ac.
6	Commercial	7.1 ac.
7	Hotel/Conf. Cntr.	32.1 ac.
8	Mixed Use	10.0 ac.
9	Mixed Use	21.8 ac.
10	Mixed Use	61.3 ac.
11	Mixed Use	26.7 ac.
12	Mixed Use	24.7 ac.
13	Mixed Use	10.2 ac.
14	Mixed Use	36.5 ac.
		309.3 ac.
80' R.O.W.		**15.6 ac.**
60' R.O.W.		**9.7 ac.**
Drainage/Open Space		**45.2 ac.**
Total		**379.8 ac.**

EXISTING EASEMENTS

PROPOSED USE: COMMERCIAL & MIXED USE

ZONING: PDD

LEGAL DESCRIPTIONS:
North Tract: Approximately 169.894 acres, identfied as Bastrop County Property ID 108532, legally described as ABS A98 Blakey, Nancy, 169.7280 acres.

South Tract: Approximately 221.825 acres, identfied as Bastrop County Property ID 25125, legally described as ABS A56 Rousseau, Mozea, 220.0900 acres.

ACREAGE: 391.719 ACRES

SUBMITTAL DATE: AUGUST, 2 2026

OWNER: 12 OAKS VILLAGE LP
14205 N. MOPAC EXPWY, STE 450, AUSTIN, TX 78728
CONTACT: CHARBEL DAHDAH
PHONE: 512-948-5008
EMAIL: CDAHDAH@CADRE-USA.COM

APPLICANT: PLACE DESIGNERS, INC.
211 S. BROWN ST., STE 300, ROUND ROCK, TX 78664
CONTACT: PHILIP WANKE
PHONE: 512-238-8912 x 203
EMAIL: PWANKE@PLACEDESIGNERS.COM

CIVIL ENGINEER: HIGHLAND DEVELOPMENT & ENGINEERING, CO. LLC
111 N. HASLER BLVD., BASTROP, TX 78602
CONTACT: RACHEL D. HARTZLER, P.E.
PHONE: 815-674-4945
EMAIL: RACHEL@HIGHLANDDEVTX.COM

ARCHITECT: PLACE DESIGNERS, INC.
211 S. BROWN ST., STE 300, ROUND ROCK, TX 78664
CONTACT: STEVEN L. BIEGEL, AIA, LEED AP, NCARB
PHONE: 301-404-6290
EMAIL: SBIEGEL@PLACEDESIGNERS.COM

LANDSCAPEARCHITECT: PLACE DESIGNERS, INC.
211 S. BROWN ST., STE 300, ROUND ROCK, TX 78664
CONTACT: PHILLIP WANKE
PHONE: (512) 238-8912 x203
EMAIL: PWANKE@PLACEDESIGNERS.COM

SURVEYOR: CHAPARALL PROFESSIONAL LAND SURVEYING, INC.
3500 McCALL LANE, AUSTIN, TX 78744
CONTACT: MICHAEL S. BOHUSLAV R.P.L.S. NO.7229
PHONE: 512-443-1724
EMAIL: MICHAEL@CHAPSURVEY.COM

BASTROP WEST
BASTROP, TEXAS

OCTOBER 27, 2026

N

0 200 400 FT

CONCEPTUAL LAND USE PLAN

EXHIBIT B

PLACE
PLACE designers, inc.
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE
211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
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HWY 71

STATE HIGHWAY NO. 71
(RIGHT-OF-WAY WIDTH VARIES)

ASPHALT FRONTAGE ROAD - ONE WAY TRAFFIC

N87°46'17"E 410.76'
(N87°46'32"E 410.91')

N87°46'17"E 720.01'
(N87°46'32"E 719.80')

FENCE IS 1.3' OFF SUBJECT

N87°46'17"E 300.00'
(N87°46'32"E 300.00')

2.98 ACRE 40' STREET ESMT. (2232/852)

FENCE IS 82.2' ON SUBJECT

3.389 ACRE SLOPE ESMT. (2222/860)

100' LCRA TRANSMISSION

N01°22'25"W 773.46'
(N00°30'41"E 773.78')

PAUL PAPE & BARBARA L. PAPE FIRST TRACT 72.690 ACRES (333/502)

PAUL PAPE & BARBARA L. PAPE SECOND TRACT 1.706 ACRES (1334/472)

MAY MUOI NGO 42.697 ACRES (2297/496)

PAUL PAPE & BARBARA L. PAPE SECOND TRACT 72.690 ACRES (333/502)

FENCE IS 1.1' ON SUBJECT

FENCE IS 16.3' OFF SUBJECT

N87°42'33"E 2581.84'
(N89°04'18"E 2582.17')
(544/405) (2297/496)

SCALE: 1" = 200'
GRAPHIC SCALE
200 100 0 200

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- PCAP REBAR WITH ILLEGIBLE PLASTIC CAP FOUND
- CAP REBAR WITH PLASTIC CAP FOUND (RPLS NOTED)
- REBAR WITH "TXDOT" ALUMINUM CAP FOUND
- 1" IRON PIPE FOUND
- COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
- FENCE POST FOUND
- W WATER METER
- WATER VALVE
- FIRE HYDRANT
- WMH WATER MANHOLE
- WELL LOCATION
- UNDERGROUND WATERLINE MARKER
- PVC PIPE
- UTILITY POLE
- GUY WIRE
- OHU OVERHEAD UTILITIES
- UNDERGROUND TELEPHONE MARKER
- UNDERGROUND GAS MARKER
- WWMH WASTEWATER MANHOLE
- SDMH STORM SEWER MANHOLE
- MB MAILBOX
- BARB WIRE FENCE
- OLD TIN FENCE
- WOOD FENCE
- EDGE OF ASPHALT PAVEMENT
- ( ) RECORD INFORMATION
- [ ] RECORD INFORMATION FROM TXDOT R.O.W. MAPS

BEAR HUNTER DRIVE
(40' R.O.W.)
HUNTERS CROSSING
BEAR HUNTER DRIVE
PHASE 1
(5/120-A)

FORESTAR (USA)
REAL ESTATE GROUP INC.

SABINE INVESTMENT COMPANY
283.001 ACRES
(1113/870)

HUNTERS CROSSING BLVD

HOME DEI

PACK HORSE DRIVE

HUNTERS CROSSING
SECTION SEVEN B
(5/113-A)

HUNTERS CROSSING
SECTION FOUR B
(4/187-A)

HUNTERS POINT DRIVE
(60' R.O.W.)

HUNTERS POINT DR

HUNTERS CROSSING
SECTION THREE D
(4/175-B)

OUTFITTER DRIVE (60' R.O.W.)

0.706 AC. GREENBELT, DRAINAGE & WASTEWATER RIGHT-OF-WAY
HUNTERS CROSSING SECTION THREE A
(4/111-B & 112-A)

CORDURA DRIVE
(60' R.O.W.)
(4/175-B)

BLK A BLK B BLK C BLK D BLK E

VICINITY MAP
NOT TO SCALE

SITE
STATE HIGHWAY NO. 71
TO AUSTIN
TO BASTROP
LONE STAR CIRCLE
SHILOH
FM 20

F.M. HIGHWAY NO. 20
(100' RIGHT-OF-WAY WIDTH)
ASPHALT PAVEMENT

P.O.B.

PARCEL 1
COMMERCIAL
10.8 AC.

PARCEL 2
COMMERCIAL
13.3 AC.

PARCEL 3
COMMERCIAL
11.5 AC.

PARCEL 4
MEDICAL MALL
24.5 AC.

PARCEL 5
COMMERCIAL
18.3 AC.

PARCEL 6
COMMERCIAL
7.1 AC.

PARCEL 7
HOTEL | CONFERENCE
32.1 AC.

PARCEL 8
MIXED-USE
10.0 AC.

PARCEL 9
MIXED-USE
21.8 AC.

PARCEL 10
MIXED-USE
61.3 AC.

PARCEL 11
MIXED-USE
26.7 AC.

PARCEL 12
MIXED-USE
24.7 AC.

PARCEL 13
MU.
10.2 AC.

PARCEL 14
MIXED-USE
36.5 AC.

REGIONAL
DETENTION

BASTROP CITY LIMITS
BASTROP ETJ

MUEZA ROUSSEAU SURVEY A-98

SEE DETAIL "A"
BUILDING EAVE IS 1.0' OFF SUBJECT
BUILDING CORNER IS 1.0' OFF SUBJECT
FENCE IS 13.8' ON SUBJECT

S88°42'41"W 337.40'
(N89°40'34"W)

S87°38'44"W 1721.01'
(S89°39'07"W 1735.91')

S88°47'52"W 1037.61'
(N89°10'32"W 1037.60')

N01°29'27"E 1.19'

N20°00'00"W 283.12'

28" RCP

18" CMP

ASPHALT DRIVE

UNPAVED DRIVE

STOCK POND

FENCE IS 0.4' ON SUBJECT

FENCE IS 1.3' OFF SUBJECT

FENCE IS 9.4' OFF SUBJECT

FENCE IS 17.8' OFF SUBJECT

FENCE IS 14.3' OFF SUBJECT

FENCE IS 1.2' ON SUBJECT

FENCE IS ON PROP. LINE

0.053 AC WATERLINE ESMT. (2019/1726)

1.905 ACRE WASTEWATER ESMT. (201604146) (201902177)

2.142 ACRE SEWER, WORKSPACE ESMT. (2016047/8)

0.850 ACRE WATERLINE ESMT. (2019/1726)

PROPOSED 0.850 ACRE WATERLINE ESMT.

2.142 ACRE SEWER, WORKSPACE ESMT. (2016047/8)

1.905 ACRE WASTEWATER ESMT. (201604146) (201902177)

PROPOSED 0.850 ACRE WATERLINE ESMT.

0.053 ACRE WATERLINE ESMT. (2019/1726)

0.850 ACRE WATERLINE ESMT. (2019/1726)

FEMA ZONE X

FEMA ZONE "AE"

FEMA ZONE "X"

BLOOD ZONE "X"

SCALED FROM FEMA MAP NO. 48021C0355E

SCALED FROM FEMA MAP NO. 48021C0355E

SEE SHEET 2

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

SEE SHEET 11

SEE SHEET 12

SEE SHEET 13

SEE SHEET 14

JEWELL WILLIAMS
1.00 AC.
(NO RECORD)

EARLINE WILLIAMS
2.00 AC.
(122/629)

SERGIO & MARIA ELISA AGUILERA
(2282/254)
2.865 AC
(1346/718)

SERGIO AGUILERA
0.013 AC.
(201903110)

GEORGE FRANKLIN JR.
6.691 AC. (161a/747)

THOMAS H. ARBUCKLE & LEE BRYAN WHITTEN
(2242/672)
9.0 AC.
(1416/676)

JULIO C. OSORIO
(2242/672)
10.0 AC.
(2/677)

JERRY MONTGOMERY & SONNIE MONTGOMERY
2.672 AC.
(717/791)
(313/862)

LEE M. LIMUEL
2 ACRES
(109/598)

RUFUS JONES, JR. AND PAM JONES
2 ACRES
(252/827)

REID SHARP & CINDY SHARP
126.297 AC
(580/779)

JO ANN WILHELM SULLIVENT
16.168 ACRES
(1616/351)

AQUA WATER SUPPLY CORPORATION

LONE STAR CIRCLE

PDD SUB-DISTRICT DESIGNATIONS

SUB-DISTRICT 1 - GC
(APPROX. 156.3 AC.)

SUB-DISTRICT 2 - MU
(APPROX. 223.4 AC.)

BASTROP WEST
BASTROP, TEXAS

OCTOBER 27, 2026

N

0 200 400 FT

SUB DISTRICT MAP

EXHIBIT C

PLACE

PLACE designers, inc.
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE
211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T : [512] 238 8912 | F : [512] 238 8913 | PLACEdesigners.com

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HWY 71

STATE HIGHWAY NO. 71
(RIGHT-OF-WAY WIDTH VARIES)

ASPHALT FRONTAGE ROAD - ONE WAY TRAFFIC

SCALE: 1" = 200'
GRAPHIC SCALE

PDD PHASE DESIGNATIONS

PHASE 1
(APPROX. 111 AC.)

PHASE 2
(APPROX. 66 AC.)

PHASE 3
(APPROX. 202 AC.)

PHASE III
COMMERCIAL
10.8 AC.

PARCEL 4
MEDICAL MALL
24.5 AC.

PARCEL 2
COMMERCIAL
13.3 AC.

PARCEL 5
COMMERCIAL
18.3 AC.

PHASE II

PHASE I

PARCEL 7
HOTEL | CONFERENCE
32.1 AC.

PARCEL 3
COMMERCIAL
11.5 AC.

PHASE II

PARCEL 6
COMMERCIAL
7.1 AC.

PHASE II

PARCEL 8
MIXED-USE
10.0 AC.

PARCEL 9
MIXED-USE
21.8 AC.

PARCEL 11
MIXED-USE
26.7 AC.

PHASE III

PARCEL 14
MIXED-USE
30.5 AC.

PHASE III

REGIONAL
DETENTION

PARCEL 10
MIXED-USE
61.3 AC.

PARCEL 12
MIXED-USE
24.7 AC.

PARCEL 13
MU.
10.2 AC.

F.M. 20

F.M. HIGHWAY NO. 20
(100' RIGHT-OF-WAY WIDTH)
ASPHALT PAVEMENT

PACK HORSE DRIVE

HUNTERS CROSSING BLVD

HUNTERS POINT DR

HUNTERS POINT DRIVE
(60' R.O.W.)

OUTFITTER DRIVE (60' R.O.W.)

CORDURA DRIVE
(60' R.O.W.)
(4/175-B)

BEAR HUNTER DRIVE
(40' R.O.W.)
HUNTERS CROSSING
BEAR HUNTER DRIVE
PHASE 1
(5/129-A)

HUNTERS CROSSING
SECTION SEVEN B
(5/113-A)

HUNTERS CROSSING
SECTION FOUR B
(4/187-A)

HUNTERS CROSSING
SECTION THREE D
(4/175-B)

HUNTERS CROSSING
SECTION THREE C
(4/111-A)

0.708 AC. GREENBELT, DRAINAGE &
WASTEWATER RIGHT-OF-WAY
HUNTERS CROSSING SECTION THREE A
(4/111-B & 112-A)

VICINITY MAP
NOT TO SCALE

SITE

LONE STAR CIRCLE

SHILOH

TO AUSTIN

TO BASTROP

BASTROP CITY LIMITS

P.O.B.

HOME DEPOT

MAY MUOI NGO
42.697 ACRES
(2297/496)

PAUL PAPE &
BARBARA L. PAPE
SECOND TRACT
72.690 ACRES
(333/502)

PAUL PAPE &
BARBARA L. PAPE
FIRST TRACT
1.000 ACRES
(1384/747)

JEWELL WILLIAMS
1.00 AC.
(NO RECORD)

EARLINE WILLIAMS
2.00 AC.
(122/629)

SERGIO & MARIA ELISA AGUILERA
(2282/254)
2.865 AC.
(1346/718)

SERGIO AGUILERA
0.013 AC.
(201903110)

GEORGE FRANKLIN, JR.
6.691 AC. (1010/747)

THOMAS H. ARBUCKLE &
LEE BRYAN WHITTER
4.00 AC.
(1414/676)

JULIO C. OSORIO
(2242/572)
0.43 AC.
(26977)

JERRY
MONTGOMERY &
RONNIE
MONTGOMERY
2.072 AC.
(7177/791)
(313/862)

LEE M. LIMUEL
2 ACRES
(109/598)

RUFUS JONES, JR.
AND PAM JONES
2 ACRES
(252/527)

REID SHARP &
CINDY SHARP
126.297 AC.
(580/779)

JO ANN WILHELM SULLIVENT
19.168 ACRES
(1616/351)

AQUA WATER
SUPPLY
CORPORATION

BASTROP WEST
BASTROP, TEXAS

OCTOBER 27, 2026

N

0 200 400 FT

PHASING PLAN

EXHIBIT D

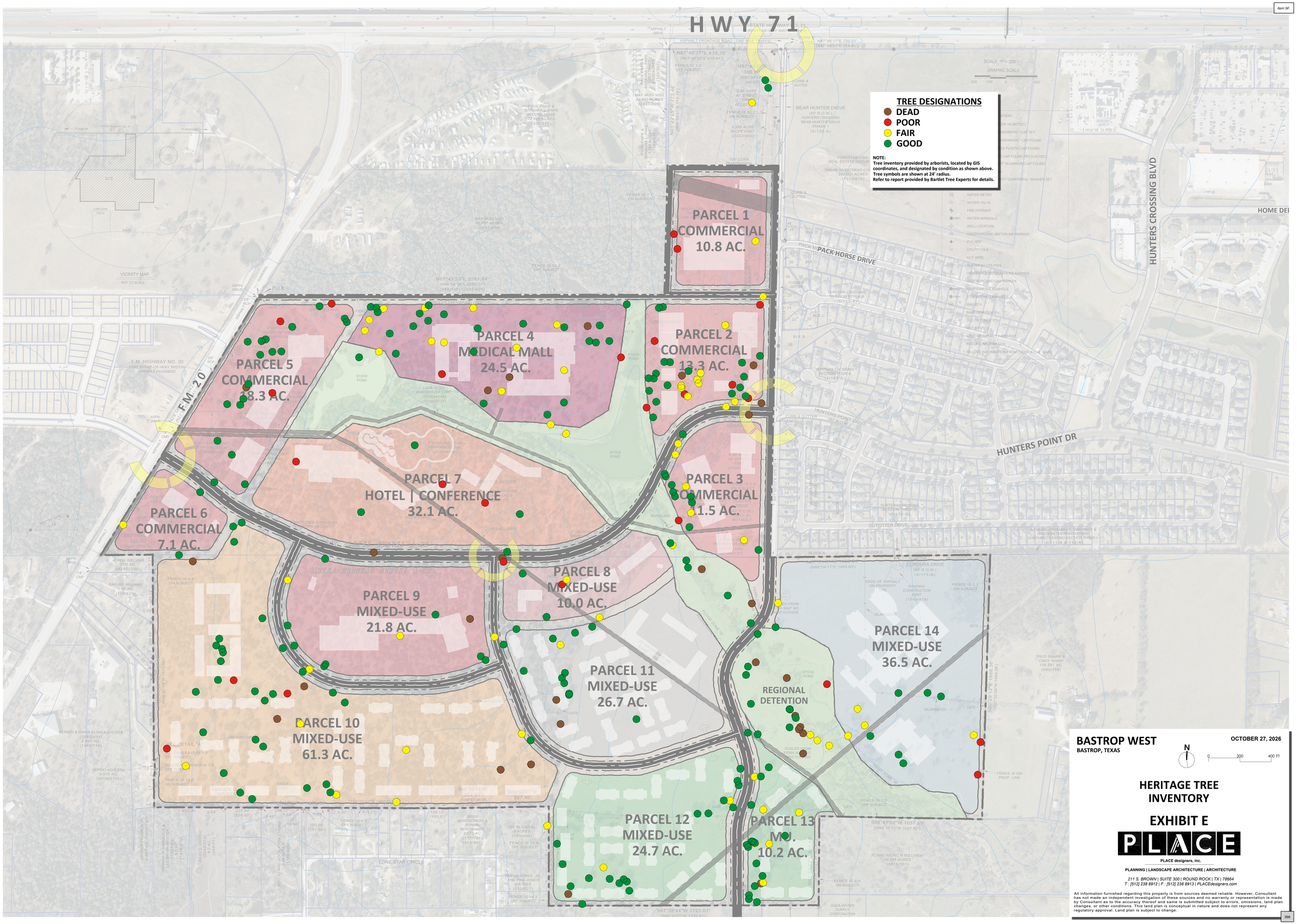
PLACE

PLACE designers, inc.

PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
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BASTROP WEST
BASTROP, TEXAS

OCTOBER 27, 2026

N

0 200 400 FT

HERITAGE TREE INVENTORY

EXHIBIT E

PLACE designers, inc.
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE
211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T : [512] 238 8912 | F : [512] 238 8913 | PLACEdesigners.com

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169 F.M. Highway 20

Preliminary Tree Preservation Plan

PREPARED FOR:
Palm Properties LLC
Attn: David Andre
P.O. Box 709
Bastrop, TX 78602
david@darask.com

PREPARED BY:
Colton Weaver
Field Consulting Arborist
ISA Certified Arborist #TX-5147A
Tree Risk Assessment Qualified
Wildfire Risk Reduction Qualified
Texas Oak Wilt Qualified

PROVIDED BY:
Michael Embesi
Arborist Representative
ISA Certified Arborist TX-3239M
ASCA Registered Consulting Arborist #710
ISA Tree Risk Assessment Qualified
2403 Howard Lane
Austin, TX 78728
Business: 512-310-7545
Fax: 512-310-8074
membesi@bartlett.com

BARTLETT TREE EXPERTS
SCIENTIFIC TREE CARE SINCE 1907

© The F. A. Bartlett Tree Expert Company

Summary

Palm Properties retained Bartlett Tree Experts to perform an inventory of Heritage trees at 169 F.M. Highway 20 in the City of Bastrop, Texas, and to report our observations in this written report. The information in this report is provided to assist with decisions regarding development, tree preservation, and mitigation.

This report summarizes the observations made during the site visits between April 26 and May 21, 2026, and includes tree species, size, condition, regulated status, management recommendations, and a summary of applicable City of Bastrop municipal regulations. Observations and an evaluation of each tree are found in Table 4: Tree Inventory Table, pg. 9.

Table 1: Condition Ratings and Regulated Status

Regulated Status	Good	Fair	Poor	Dead	Total
Heritage	181	62	24	29	**296**
Unprotected	0	1	1	0	**2**
Total:	181	63	25	29	**298**

Table 2: Tree Species Identified

Common name	Species	Count	% Distribution Total
Hackberry	*Celtis laevigata*	1	<1%
Ashe juniper	*Juniperus ashei*	1	<1%
Eastern redcedar	*Juniperus virginiana*	4	1%
Crapemyrtle	*Lagerstroemia indica*	1	<1%
Chinaberry	*Melia azedarach*	1	<1%
Post oak	*Quercus stellata*	272	91%
American elm	*Ulmus americana*	2	1%
Cedar elm	*Ulmus crassifolia*	16	5%

Assignment

The purpose of this report is to document the location, condition, and regulated status of inventoried trees and to provide tree-related information that may assist the property owner, project team, and design professionals during planning and development review. The assignment included the following:

1. Summarize applicable municipal tree preservation and mitigation requirements.
2. Collect relevant tree data, including species, trunk diameter, and approximate location.
3. Document observations of tree health and structural condition.
4. Plot approximate tree locations on aerial imagery using WGS 1984 datum.
5. Provide a written report summarizing observations and management recommendations.

DRAFT

Methods

Trees were inspected between April 26 and May 21, 2026. The inventory included all Heritage trees within property boundaries, as agreed upon by the client. The trees were evaluated from the ground using visual inspection methods. Inventory procedures included:

1. Affixing a sequentially numbered tag to the main trunk of each accessible tree;
2. Identifying the species of tree;
3. Measuring the trunk diameter at a point 54 inches above grade (DBH);
4. Evaluating the health and structural condition:

Good A healthy tree that may have a slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected;

Fair Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care;

Poor Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated;

Dead Tree no longer has living tissue to sustain growth. Alternatively, the current decline is so severe the tree or shrub looks visually dead despite living tissue, with no mitigation options that would be able to improve health and condition to an acceptable level.

Limits of the Assignment

The conclusions and recommendations within this report were based on visual assessment from the ground. I visited the site between April 26 and May 21, 2026, to evaluate the trees.

The tree evaluation was performed from the ground for visual conditions. This Preliminary Tree Preservation Plan is not a tree risk assessment. As such, no trees were evaluated for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this report.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems of deficiencies of the plans or property in question may not arise in the future.

There is no guarantee for the preservation of the trees contained in this report; however, the report is made with the best interest intended for the trees being preserved.

DRAFT

Municipal Regulations

The site is subject to the tree preservation regulations of the City of Bastrop. A Protected Tree is defined as a tree 10 inches DBH or greater, measured 4.5 feet above grade (unless an alternate measurement point is required). A Heritage tree is defined as a tree 24 inches DBH or greater. Only tree species listed in the Plant List within the B3 Technical Manual (with the exception of the invasive plants listed) are eligible for Protected of Heritage status. Native Tree Species and Acceptable Non-Native Plants are listed in the table below.

City of Bastrop's "Native Tree Species"			
American Elm (*Ulmus americana*)	Hackberry (*Celtis laevigata*)	Pecan (*Carya illinoinensis*)	Texas Ash (*Fraxinus texensis*)
Bald Cypress (*Taxodium distichum*)	Live Oak (*Quercus virginiana*)	Post Oak (*Quercus stellata*)	Texas Hickory (*Carya texana*)
Bigtooth Maple (*Acer grandidentatum*)	Loblolly Pine (*Pinus taeda*)	Ratama Paloverde (*Parkinsonia aculeate*)	Texas Persimmon (*Diospyros texana*)
Blackjack Oak (*Quercus marilandica*)	Mexican Buckeye (*Ungnadia speciosa*)	Red Bud (*Cercis canadensis var. texensis*)	Texas Red Oak (*Quercus texana*)
Box Elder (*Acer negundo*)	Mexican Plum (*Prunus Mexicana*)	Red Maple (*Acer rubrum*)	Texas Walnut (*Juglans microcarpa*)
Bur Oak (*Quercus macrocarpa*)	Osage Orange (*Maclura pomifera*)	Red Mulberry (*Morus rubra*)	Toothache Tree (*Zanthoxylum hirsutum*)
Cedar Elm (Ulmus crassifolia)		Roughleaf Dogwood (*Cornus drummondii*)	Western Soapberry (*Sapindus saponaria var. drummondii*)
Chinquapin Oak (*Quercus muhlenbergii*)		Southern Catalpa (*Catalpa bignonioides*)	Wild Cherry (*Prunus serotina*)
Desert Willow (*Chilopsis linearis*)		Sycamore (*Platanus occidentalis*)	Winged Elm (*Ulmus alata*)

City of Bastrop's "Acceptable Non-Native Plants"				
Apple (*Malus sp.*)	Crapemyrtle (*Lagerstroemia sp.*)	Fig (*Ficus sp.*)	Grape (*Vitis sp.*)	Loquat (*Eriobotrya japonica*)
Peach, plum (*Prunus sp.*)	Pear (*Pyrus sp.*)	Pomegranate (*Punica granatum*)	Rose (*Rosa sp.*)	Zoysia grass (*Zoysia sp.*)

Protected and Heritage trees must be preserved, protected, and integrated during development. Healthy Protected and Heritage trees require a permit for removal from the Development Review Committee (DRC). Mitigation is required for Protected trees permitted to be removed—see Appendix IV, pg. 30.

Observations

The 391 acre site was located on F.M. Highway 20, spanning east to Bear Hunter Drive, with a narrow section extending north to State Highway 71. The eastern section of the property was an active pasture, with scattered stands of trees, while the western section was a dense post oak savannah, primarily made up of juniper trees (*Juniperus sp.*) and post oaks (*Quercus stellata*) of varying maturity.



Photo 1: View inside the southeastern section.

Of the inventoried trees, 25 were assigned a poor condition rating and 29 were dead. Moderate to severe dieback was noted in 23 trees, and low vitality was noted in 17 trees.

Trees throughout the site appeared largely unmanaged, with dead branches and/or canopies extending to the ground. Vines, vegetation, and competing trees commonly surrounded the inventoried trees. I observed trees with external girdling influences, including vines, fencing or other embedded materials, adjacent stem conflict, and girdling roots.

Boring insect damage was observed on the stems of 108 post oaks. Pupal casings protruded from multiple bore holes, and adult moths consistent with carpenterworm (Prionoxystus robiniae) were present in the area.

Mistletoe was present in five (5) cedar elms; none of the infestations appeared severe. Fungal bodies were observed on nine (9) trees, including six (6) that were visually consistent with Biscogniauxia canker. Detailed observations for each tree may be found in Table 4, pg. 9.

Table 3: Summary of Observed Conditions

Observation	Quantity of Trees
Boring insect damage	108
Dead branches 1-inch in diameter or larger	215
Fungal bodies/growth	9
Girdling materials	11
Girdling roots	3
Hanging branches	7
Low clearance over the ground and/or fences	129
Low vitality	17
Mistletoe	5
Moderate to severe dieback	23
Vines	47
Growing against neighboring trees	7

Discussion

Site conditions indicate that many retained trees will require maintenance pruning to address deadwood, hanging branches, and low canopy clearance. In areas proposed for development, dense understory vegetation and vines may also need to be managed to facilitate access and reduce competition.

Eighteen (18) percent of the trees were in poor condition or dead. Site hydrology may be a contributing factor, as the eastern section of the property lies within the mapped 100-year floodplain according to the Bastrop County Floodplain Map.

Boring insect damage was widespread throughout the site – I suspect carpenterworms (*Prionoxystus robiniae*) to be the main cause. Carpenterworms typically attack stressed trees. While they usually do not outright kill trees, their tunneling can decrease vitality and provide an entry point for additional pests and pathogens. Severe infestations may result in decreased structural integrity within the stem.

Good cultural practices will assist the tree in compartmentalizing the galleries and make the tree less susceptible to the pest. Preventative bark treatments may be used to target newly hatched larvae. Injected insecticides may be employed but have limited effectiveness on established larvae. Biological control using nematodes such as *Steinernema feltiae* or *S. carpocapsae* has been reported as effective in some applications.

Boundary and interior fencing in contact with trees should be inspected and adjusted wherever feasible to reduce continued stem contact and girdling.



Photo 2 (above): Carpenterworm damage on post oak #11620.

Photo 3 (below): Wire and metal girdling post oak #11644.



Recommendations

1. **Tree Protection Zones for Preserved Trees**
   - For trees proposed for retention under future site plans, establish tree protection zones in accordance with applicable City of Bastrop tree protection requirements. The City defines the critical root zone as a radius in feet equal to the tree diameter in inches, measured from the center of the trunk, unless an ISA Certified Arborist or Registered Landscape Architect provides a site-specific tree protection plan establishing an alternative protection area based on species tolerance, age, condition, and site conditions.
     - Post oaks generally have low tolerance for root disturbance and construction impacts; larger protection zones may be warranted for retained specimens where feasible. ISA Best Management Practices for managing trees during site development support the use of expanded protection areas for sensitive, mature, or overmature trees.
   - Final protection limits and any proposed encroachments should be coordinated during design development and permit review.

2. **Removal**:
   - Remove 46 trees due to their condition and/or a low suitability for preservation. Twenty-nine (29) trees were dead and should be prioritized for removal. Sixteen (16) poor trees with a low suitability for preservation were recommended for removal – these trees display a combination of low vitality, dieback, and/or structural defects. Post oak #11644 is recommended for removal despite a fair condition rating, as large metal panels were sealed inside the tree.
   - I recommend removing nine (9) additional trees should they be affected by development – these trees may be preserved otherwise. Poor-condition trees are generally less tolerant of development-related impacts and may decline further if disturbance occurs.

3. **Broken, Dead, or Hanging Branches**
   Dead branches 1 inch in diameter or greater were observed in 215 trees. Pruning is recommended for retained trees exhibiting deadwood to improve safety and reduce the potential for branch failure or equipment damage during site activity. Hanging branches should be removed from seven (7) trees.

4. **Clearance Pruning**
   Low canopy clearance was observed at 129 trees. Clearance pruning is recommended for retained trees where branches obstruct anticipated access, contact fencing, or extend to the ground. Low branches may also increase ladder fuel continuity and the potential for fire to spread into the canopy.

5. **Root Invigoration**
   - Perform root invigoration for 20 trees to address soil compaction and improve rooting conditions.
   - Root invigoration is intended to aerate compacted soils and incorporate amendments such as compost and biochar, where appropriate, to improve oxygen diffusion, water infiltration, and root function.

6. **Carpenterworm Management**
   Good cultural practices may reduce tree stress and improve resistance to further infestation. Severely impacted trees may be less desirable for preservation. For high-value or high-visibility retained trees, consider preventive bark treatments targeting newly hatched larvae and biological control applications where appropriate.

7. **Support Systems**
   Install a supplemental support system in cedar elm #11723 to address the codominant stem structure, following weight-reduction pruning as appropriate, to reduce the likelihood of stem or branch failure during wind loading.

8. **Structural Pruning**
   Consider structural pruning for cedar elm #11722 to reduce crossing branch conflicts and improve scaffold structure. Structural pruning is intended to promote a more stable branch architecture over time.

9. **Girdling Roots and Materials**
   - Girdling materials damage the cambium, restricting the uptake of water and nutrients, and may lead to decreased vitality and the eventual decline of the tree.
   - Cut and remove the girdling roots from cedar elm #11773.
   - Girdling roots were noted on two (2) other trees; however, they were too large to be removed, and the trees are recommended for removal due to their poor condition.
   - Inspect fencing where it contacts preserved trees and adjust where feasible to reduce continued stem contact. Girdling materials were noted on 11 trees; in many cases, the materials were already embedded and could not be removed without causing additional injury.

10. **Fungal Bodies**
    - Fungal bodies may indicate decay, colonization of dead tissue, or other internal dysfunction; the significance depends on the host, location, and fungal identity.
    - The fungal structure on post oak #11685 was too degraded for reliable visual identification. I recommend monitoring the tree for further fungal growth, which should then be identified. Consider conducting a Level 3 Advanced Assessment to evaluate the structural integrity of the tree.
    - Fungal bodies were identified on two (2) trees recommended for removal.
    - Fungal structures visually consistent with Biscogniauxia were noted on six (6) trees. Biscogniauxia spp. may be associated with stress-related decline in oaks and should be interpreted in the context of overall tree condition.

11. **Vines**
    Remove vines from preserved trees where infestations increase canopy loading, obscure inspection, or compete for light.

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12. **Mistletoe**
    Remove mistletoe from four (4) trees to reduce further spread and canopy stress. Wrapping infection sites using long-lasting, weather-resistant tape can discourage resprouting. Herbicides and plant growth regulators may suppress mistletoe, but results can be inconsistent.

13. **Mulch**
    Preserved trees within developed or disturbed portions of the site would benefit from mulch application where feasible.

14. **Soil Sampling and Prescriptive Fertilization**
    Soil sampling should be considered for preserved trees in developed or managed areas to guide any prescriptive fertilization program. Trees exhibiting moderate to low vitality may be prioritized for evaluation.

Recommendations for individual trees may be found in Table 4.

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Table 4: Tree Inventory Table

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
943	Cedar elm	28.5	Good	Heritage	Dead branches (1 to 5-in), hanging branch (10-in), low clearance over ground	Prune dead branches, remove hanging branch, clearance pruning
944	Post oak	35	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage (minor), moderate vitality, low clearance over ground	Prune dead branches, clearance pruning, soil sampling/prescriptive fertilization
945	Post oak	35.5	Poor	Heritage	Dead branches (1 to 6-in), girdling root (fused - too large to remove), low vitality, dieback (severe)	Removal
946	Hackberry	25	Poor	Heritage	Fungal body on root collar, multistem with 6-feet of included bark, cavity on root collar, otherwise good vitality	Removal
947	Post oak	31	Good	Heritage	Dead branches (1 to 6-in), boring insect damage, low clearance over ground, good vitality, compaction from cow activity in a 2-ft radius around root collar	Prune dead branches, clearance pruning
11601	Post oak	28.5	Good	Heritage	Low clearance over ground, good vitality	Clearance pruning
11602	Post oak	24.5	Good	Heritage	Dead branches (1-in), moderate vitality, dieback (minor)	Prune dead branches, Root Invigoration
11603	Post oak	27.5	Good	Heritage	Good vitality, low clearance over ground	Clearance pruning
11604	Post oak	15.5, 16.5 (23.75)	Good	Heritage	Dead branches (1 to 3-in), multistem connected at root flare, good vitality	Prune dead branches
11605	Post oak	16, 15, 10.5 (28.75)	Good	Heritage	Dead branches (1 to 2-in), multistem connected at root flare, good vitality	Prune dead branches
11606	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), multistem with 1.5 – in of included bark, good vitality	Prune dead branches
11607	Post oak	27.5	Poor	Heritage	Dead branches (1 to 9-in), low vitality, dieback (moderate)	Removal if affected by development, if preserved: Root Invigoration, prune dead branches
11608	Post oak	16.5, 16 (24.5)	Good	Heritage	Dead branches (1 to 3-in), multistem, good vitality	Prune dead branches
11609	Post oak	18, 14.5 (25.25)	Poor	Heritage	Dead branches (1 to 3-in), low vitality, dieback (moderate)	Removal if affected by development, if preserved: Root Invigoration, prune dead branches
11610	Post oak	25.5	Good	Heritage	Dead branches (1 to 3-in), good vitality and structure	Prune dead branches
11611	Post oak	24.5	Dead	Heritage		Removal

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11612	Post oak	24.5	Good	Heritage	Dead branches (1-in)	Prune dead branches
11613	Post oak	29.5	Good	Heritage	Dead branches (1 to 4-in), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11614	Eastern redcedar	26.5	Good	Heritage	Vines, low clearance over ground	Clearance pruning, remove vines
11615	Post oak	20, 15 (27.5)	Good	Heritage	May be considered two trees (stems 6-in apart), good vitality, low clearance over ground	Clearance pruning
11616	Post oak	22.5, 22 (33.5)	Poor	Heritage	Low vitality, dieback (severe), upper crown dead	Removal
11617	Post oak	19, 19 (28.5)	Good	Heritage	Dead branches (1 to 4-in), suspected *Biscogniauxia* canker on western stem, multistem	Prune dead branches
11618	Post oak	24.5	Good	Heritage	Dead branches (1 to 6-in), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11619	Post oak	24	Good	Heritage	Low clearance over ground, good vitality	Clearance pruning
11620	Post oak	19.5, 14 (26.5)	Fair	Heritage	Boring insect damage, good vitality, frass on stem, minor aphids (below action threshold), low clearance over ground	Clearance pruning
11621	Post oak	24.5	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage (carpenterworm moth - female adult found on tree), damage on south side of stem from borers, good vitality	Prune dead branches
11622	Post oak	18.5, 17 (27)	Fair	Heritage	Boring insect damage, multistem, moderate vitality, twig dieback, low clearance over ground	Clearance pruning, Root Invigoration
11623	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), boring insect damage, good vitality, minor aphids	Prune dead branches
11624	Post oak	16, 16 (24)	Good	Heritage	Multistem merged at root flare, good vitality	
11625	Post oak	24	Good	Heritage	Dead branches (1 to 5-in), good vitality	Prune dead branches
11626	Post oak	26.5	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, discoloration on stem - likely due to bore holes, good vitality	Prune dead branches
11627	Post oak	26	Good	Heritage	Good vitality	
11628	Post oak	25	Good	Heritage	Dead branches (1 to 4-in)	Prune dead branches
11629	Post oak	18, 13 (24.5)	Poor	Heritage	Dead juniper between stems, dieback (moderate), low vitality	Removal
11630	Post oak	26	Dead	Heritage		Removal

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11631	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), juniper growing against stem, good vitality	Prune dead branches
11632	Post oak	17.5, 15 (25)	Fair	Heritage	Dead branches (1 to 3-in)	Prune dead branches
11633	Post oak	26	Dead	Heritage		Removal
11634	Post oak	24	Good	Heritage	Dead branches (1 to 4-in), small wound on lower stem	Prune dead branches
11635	Post oak	28.5	Fair	Heritage	Dead branches (1 to 4-in), moderate vitality, dieback (moderate)	Prune dead branches, Root Invigoration
11636	Post oak	24.5	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11637	Post oak	27	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11638	Post oak	26	Fair	Heritage	Dead branches (1 to 5-in), moderate vitality	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization
11639	Post oak	27	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, wounds on stem, dieback (moderate)	Prune dead branches, soil sampling/prescriptive fertilization
11640	Post oak	24.5	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11641	Post oak	26	Good	Heritage	Dead branches (1 to 5-in), low clearance over ground	Prune dead branches, clearance pruning
11642	Post oak	25	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11643	Post oak	24	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), moderate vitality	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization
11644	Post oak	24	Fair	Heritage	Dead branches (1 to 4-in), girdling materials (severe girdling by steel panels and cable - unable to be removed), good vitality	Removal
11645	Post oak	24	Fair	Heritage	Dead branches (1 to 3-in), moderate vitality	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization
11646	Post oak	21, 17 (29.5)	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, suspected *Biscogniauxia* canker, multistem bifurcating 4-ft above grade, good vitality	Prune dead branches
11647	Post oak	24.5	Good	Heritage	Dead branches (1 to 5-in), good vitality, low clearance over ground	Prune dead branches, clearance pruning

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11648	Post oak	24.5	Fair	Heritage	Dead branches (1 to 5-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11649	Post oak	27	Good	Heritage	Dead branches (1 to 3-in), boring insect damage, codominant stems, good vitality, low clearance over ground	Prune dead branches, clearance pruning
11650	Post oak	28	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, wound on stem	Prune dead branches
11651	Post oak	26.5	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11652	Post oak	28	Good	Heritage	Dead branches (1 to 4-in), corrected lean, good vitality, low clearance over ground	Prune dead branches, clearance pruning
11653	Post oak	25	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), minor aphids (below action threshold)	Prune dead branches
11654	American elm	26	Dead	Heritage		Removal
11655	Post oak	24	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground	Prune dead branches, clearance pruning
11656	Post oak	31.5	Good	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11657	Post oak	24	Poor	Heritage	Suspected lightning damage, dieback (severe)	Removal
11658	Post oak	17.5, 16 (25.5)	Good	Heritage	Dead branches (1-in), multistem, low clearance over ground	Prune dead branches, clearance pruning
11659	Post oak	26	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11660	Post oak	24.5	Good	Heritage	Dead branches (1 to 2-in), low clearance over ground	Prune dead branches, clearance pruning
11661	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11662	Post oak	28	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11663	Post oak	30.5	Poor	Heritage	Boring insect damage, crossing branch with included bark, low vitality	Removal
11664	Post oak	27.5	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11665	Post oak	25.5	Good	Heritage	Dead branches (1 to 2-in)	Prune dead branches
11666	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11667	Post oak	27.5	Dead	Heritage		Removal

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11668	Post oak	26.5	Fair	Heritage	Dead branches (1 to 3-in), girdling materials (growing against chain link fence), girdling materials (piece of metal sealed in tree), wound on branch, moderate vitality	
11669	Post oak	27.5	Fair	Heritage	Dead branches (1 to 5-in), bulge at root flare, moderate vitality	Prune dead branches, Root Invigoration
11670	Post oak	36, 23.5 (47.75)	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, girdling materials (growing against barbed wire fence), 3 codominant stems, degraded conk mushroom, moderate vitality, in retrenchment	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization
11671	Post oak	29	Good	Heritage	Boring insect damage (minor)	
11672	Post oak	31	Fair	Heritage	Boring insect damage (minor), epicormic growth	Root invigoration
11673	Post oak	24.5	Poor	Heritage	Dead branches (1 to 3-in), boring insect damage, low vitality, epicormic growth	Removal if affected by development, if preserved: Root Invigoration, prune dead branches
11674	Post oak	26.5	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11675	Post oak	27	Fair	Heritage	Dead branches (1 to 4-in), codominant stems, low clearance over ground, moderate vitality	Prune dead branches, clearance pruning, Root Invigoration
11676	Post oak	26	Good	Heritage	Dead branches (1 to 4-in), 1-ft cavity on north side of stem with reaction growth, girdling materials (barbed wire grown into tree), low clearance over ground	Prune dead branches, clearance pruning
11677	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11678	Post oak	28	Good	Heritage	Dead branches (1 to 5-in)	Prune dead branches
11679	Post oak	28.5	Fair	Heritage	Moderate vitality, low clearance over ground	Clearance pruning, soil sampling/prescriptive fertilization
11680	Ashe juniper	23, 15 (30.5)	Poor	Unprotected*	Dead branches (1 to 5-in) extending to the ground (fire hazard), dieback, vines	Removal
11681	Post oak	33.5	Poor	Heritage	Dead branches (1 to 3-in), boring insect damage, low vitality, dieback (moderate)	Removal if affected by development, if preserved: Root Invigoration, prune dead branches
11682	Crapemyrtle	14, 7.5, 5.5, 5, 6, 5 (28.5)	Good	Heritage	Dead branches (1 to 3-in), several stems, low clearance over ground	Prune dead branches, clearance pruning
11683	Post oak	41.5, 22 (52.5)	Good	Heritage	Dead branches (9-in), vines, ~15-ft wound and degraded tissue on secondary stem	Prune dead branches, remove vines

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11684	Post oak	34.5	Fair	Heritage	Boring insect damage, wound on stem with white crust fungus and ant activity, insect frass, vines, good vitality	Prune dead branches, l3 advanced assessment on lower stem, remove vines
11685	Post oak	34.5	Fair	Heritage	Dead branches (1 to 6-in), boring insect damage, degraded fungal body on north side of stem, ants nesting on north side of stem, vines (severe), good vitality	Prune dead branches, l3 advanced assessment on stem
11686	Post oak	25	Fair	Heritage	Boring insect damage (minor), good vitality	
11687	Post oak	33	Poor	Heritage	Dead branches (1 to 6-in), boring insect damage, dieback (moderate), low vitality	Removal if affected by development, if preserved: Root Invigoration, prune dead branches
11688	Post oak	25	Good	Heritage	Dead branches (1 to 3-in)	Prune dead branches
11689	Post oak	25	Dead	Heritage		Removal
11690	Post oak	30	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), low clearance over ground, good vitality	Prune dead branches, clearance pruning
11691	Post oak	33	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), vines, good vitality	Prune dead branches, remove vines
11692	Post oak	26	Good	Heritage	Dead branches (1 to 3-in), vines, hanging branch (3-in)	Prune dead branches, remove hanging branch, remove vines
11693	Post oak	27	Poor	Heritage	Dead branches (1-in), large wounds on east and west sides from branch failures, moderate vitality	Removal if affected by development, if preserved: Root Invigoration, prune dead branches
11694	Post oak	29	Good	Heritage	Dead branches (1 to 2-in)	Prune dead branches
11695	Post oak	29	Fair	Heritage	Dead branches (1 to 2-in), boring insect damage, moderate vitality	Prune dead branches, Root Invigoration
11696	Post oak	33	Fair	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), ~3-ft wound on stem, moderate vitality	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization
11697	Post oak	24.5	Poor	Heritage	Low vitality, ~20% canopy remaining, dieback (severe)	Removal
11698	Post oak	30	Good	Heritage	Dead branches (1 to 3-in)	Prune dead branches
11699	Post oak	43	Dead	Heritage		Removal
11700	Post oak	29	Dead	Heritage		Removal
11701	Post oak	31.5	Good	Heritage	Dead branches (1 to 6-in), boring insect damage (minor), vines, low clearance over ground	Prune dead branches, remove vines, clearance pruning

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11702	American elm	48	Fair	Heritage	Dead branches (1 to 4-in), vines (severe), good vitality, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11703	Cedar elm	18, 15.5 (25.75)	Good	Heritage	Dead branches (1 to 2-in), multistem, vines, good vitality, hanging branches (2 to 3-in)	Prune dead branches, remove hanging branch, remove vines
11704	Cedar elm	35	Poor	Heritage	Multistem, girdling materials (barbed wire around southern stem), low clearance over ground, vines, large wounds and cavities on stem due to previous branch failure, good vitality	Removal
11705	Cedar elm	19.5, 12 (25.5)	Fair	Heritage	Multistem, hanging branch (7-in), low clearance over ground, crossing branches	Remove hanging branch, clearance pruning
11706	Cedar elm	16, 16 (24)	Good	Heritage	Dead branches (1 to 3-in), sapsucker holes, multistem, mistletoe	Prune dead branches, remove mistletoe
11707	Post oak	29	Good	Heritage	Dead branches (1 to 8-in), boring insect damage (minor), low clearance over ground	Prune dead branches
11708	Post oak	27	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage, low clearance over ground, moderate vitality	Prune dead branches, clearance pruning, Root Invigoration, soil sampling/prescriptive fertilization
11709	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), good vitality	Prune dead branches
11710	Post oak	24	Fair	Heritage	Dead branches (1 to 3-in), boring insect damage, wound on east side of stem with reaction growth, moderate vitality	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization
11711	Post oak	25	Fair	Heritage	Boring insect damage (minor), moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization
11712	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), vines, good vitality	Prune dead branches
11713	Post oak	20, 17.5 (28.75)	Good	Heritage	Dead branches (1-in), good vitality	Prune dead branches
11714	Post oak	20, 18, 12 (35)	Good	Heritage	Low clearance over ground, good vitality	Clearance pruning
11715	Post oak	31	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11716	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), dieback (minor)	Prune dead branches
11717	Post oak	25	Good	Heritage	Vines, low clearance over ground	Clearance pruning, remove vines
11718	Post oak	32	Poor	Heritage	Dead branches (1 to 7-in), boring insect damage, low vitality, dieback (severe)	Removal
11719	Post oak	31	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), low clearance over ground, dieback (minor)	Prune dead branches, clearance pruning

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11720	Post oak	26	Good	Heritage	Dead branches (1 to 4-in), boring insect damage (minor), wound on the west side of stem	Prune dead branches
11721	Cedar elm	25	Good	Heritage	Dead branches (1-in), vines (severe), mistletoe, low clearance over ground	Prune dead branches, clearance pruning, remove mistletoe, remove vines
11722	Cedar elm	17, 15.5 (24.75)	Fair	Heritage	Could be considered two trees, vines (severe), poor branching structure, corrected lean on secondary stem, low clearance over ground	Clearance pruning, structural pruning
11723	Cedar elm	25.5	Good	Heritage	Wound on lower stem from branch failure, good vitality, codominant stems	Install cable
11724	Cedar elm	18.5, 17.5, 10.5 (32.5)	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground, multistem connected at root flare, mistletoe (minor)	Prune dead branches, clearance pruning, remove mistletoe
11725	Post oak	40	Dead	Heritage		Removal
11726	Cedar elm	27.5	Good	Heritage	Dead branches (1 to 5-in), girdling materials (barbed wire sticking out of stem), low clearance over ground, vines, mistletoe (minor)	Prune dead branches, clearance pruning, remove vines, remove mistletoe
11727	Post oak	36	Dead	Heritage		Removal
11728	Post oak	34	Good	Heritage	Dead branches (1 to 7-in), sealed wound on east side of stem, low clearance over ground, hanging branch (2-in)	Prune dead branches, remove hanging branch, clearance pruning
11729	Cedar elm	25	Fair	Heritage	Dead branch (11-in), dieback (moderate) in northern crown, codominant stems, good vitality in lower crown, low clearance over ground	Prune dead branches, clearance pruning
11730	Cedar elm	32.5	Good	Heritage	Dead branches (1-in, 12-in), mistletoe (minor), girdling root (fused - cannot be removed), low clearance over ground, good vitality	Prune dead branches, clearance pruning
11731	Cedar elm	31	Good	Heritage	Dead branches (1 to 4-in), large wound on branch from previous failure, low clearance over ground, good vitality	Prune dead branches, clearance pruning
11732	Post oak	34	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), twig dieback (minor)	Prune dead branches
11733	Post oak	32	Good	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), low clearance over ground	
11734	Post oak	35	Dead	Heritage		Removal
11735	Post oak	30.5	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11736	Post oak	28	Good	Heritage	Dead branches (1 to 2-in), low clearance over ground, buttress roots larger and wider than typical - I suspect girdling due to barely visible horizontal line around upper root collar	Prune dead branches, clearance pruning
11737	Post oak	26	Good	Heritage	Dead branches (1 to 2-in), girdling materials (growing against dead juniper that was girdling the southern root collar), low clearance over ground	Prune dead branches, clearance pruning, remove juniper
11738	Post oak	35	Good	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), root flare larger than typical with merged buttress roots, large canker on northern stem, low clearance over ground, good vitality	Prune dead branches, clearance pruning
11739	Post oak	24	Good	Heritage	Dead branches (1 to 5-in), low clearance over ground, good vitality	Prune dead branches, clearance pruning
11740	Post oak	23, 16.5 (31.25)	Dead	Heritage		Removal
11741	Post oak	21, 17 (29.5)	Good	Heritage	Multistem bifurcating 2.5 above grade, twig dieback (minor), low clearance over ground	Clearance pruning
11742	Post oak	17.5, 15.5, 7.5 (29)	Good	Heritage	Dead branches (1-in), codominant stems, low clearance over ground	Prune dead branches, clearance pruning
11743	Post oak	24.5	Dead	Heritage		Removal
11744	Post oak	28.5	Dead	Heritage	5% of canopy remaining	Removal
11745	Post oak	26	Dead	Heritage		Removal
11746	Post oak	25.5	Dead	Heritage		Removal
11747	Post oak	25.5	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage (minor), low clearance over ground, moderate vitality	Prune dead branches, clearance pruning, Root Invigoration, soil sampling/prescriptive fertilization
11748	Post oak	48	Fair	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), multistem bifurcating 5.5-ft above grade, slightly chlorotic leaves, low clearance over ground	Prune dead branches, clearance pruning, soil sampling/prescriptive fertilization
11749	Post oak	42	Dead	Heritage		Removal
11750	Chinaberry	18.5, 16.5, 8, 5.5, 3 (35)	Fair	Unprotected (non-native)	Dead branches (1 to 10-in), multistem, hanging branch (4-in), dieback in upper crown	Prune dead branches, remove hanging branch
11751	Post oak	34	Fair	Heritage	Dead branches (1 to 6-in), boring insect damage, dieback (moderate), moderate vitality	Prune dead branches, Root Invigoration, soil sampling/prescriptive fertilization

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11752	Post oak	31	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, low clearance over ground, good vitality	Prune dead branches, clearance pruning
11753	Post oak	29.5	Good	Heritage	Dead branches (1 to 4-in), good vitality	Prune dead branches
11754	Post oak	31	Fair	Heritage	Moderate vitality, low clearance over ground, growing against hackberry	Clearance pruning, remove hackberry, soil sampling/prescriptive fertilization
11755	Post oak	28	Good	Heritage	Dead branches (1 to 5-in), low clearance overground, good vitality	Prune dead branches, clearance pruning
11756	Post oak	24.5, 21.5 (35.25)	Good	Heritage	Dead branches (1 to 4-in), low clearance over fence	Prune dead branches, clearance pruning
11757	Post oak	32.5	Good	Heritage	Dead branches (1 to 6-in), vines, low clearance over ground	Prune dead branches, remove vines, clearance pruning
11758	Post oak	32.5	Good	Heritage	Dead branches (1 to 3-in), vines, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11759	Post oak	33	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, vines, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11760	Post oak	21.5, 14.5, 12 (34.75)	Good	Heritage	Dead branches (1 to 3-in), low clearance over fence	Prune dead branches, clearance pruning
11761	Post oak	26	Fair	Heritage	Juniper growing against root collar, low clearance over ground, dieback (minor), moderate vitality	Clearance pruning, soil sampling/prescriptive fertilization
11762	Post oak	25	Good	Heritage	Dead branches (1 to 2-in), vines, low clearance over ground	Prune dead branches, clearance pruning
11763	Post oak	34	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11764	Post oak	29.5	Fair	Heritage	Dead branches (1 to 3-in), moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization
11765	Cedar elm	32	Good	Heritage	Vines	Remove vines
11766	Cedar elm	25	Good	Heritage	Dead branches (1 to 3-in), codominant stems, low clearance over ground	Prune dead branches, clearance pruning
11767	Post oak	23, 22 (34)	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, codominant stems, low clearance over ground	Prune dead branches, clearance pruning
11768	Post oak	20.5, 14 (27.5)	Fair	Heritage	Dead branches (1 to 2-in), boring insect damage, moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization
11769	Post oak	40	Fair	Heritage	Dead branches (1 to 5-in), vines, low clearance over ground, moderate vitality	Prune dead branches, remove vines
11770	Post oak	28.5	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage, moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11771	Post oak	29	Poor	Heritage	Boring insect damage (moderate), low vitality, girdling roots (too large to remove), dieback (severe)	Removal
11772	Post oak	46.5	Good	Heritage	Dead branches (1 to 6-in), boring insect damage, compacted soil under tree from cow activity, dieback (minor) in upper crown, good vitality in lower crown	Prune dead branches, clearance pruning
11773	Cedar elm	25	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground, 1 to 4-in girdling roots	Prune dead branches, clearance pruning, remove girdling root
11774	Post oak	24	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage, abnormally wide root flare	Prune dead branches
11775	Post oak	24	Poor	Heritage	Dieback (severe), epicormic growth in lower canopy, low vitality	Removal
11776	Post oak	24	Fair	Heritage	Dead branches (1 to 5-in), boring insect damage, wound on northern root collar, moderate vitality, low clearance over ground	Prune dead branches, soil sampling/prescriptive fertilization, clearance pruning
11777	Post oak	32	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground	Prune dead branches, clearance pruning
11778	Post oak	25	Good	Heritage	Dead branches (1 to 5-in), boring insect damage, vines, degraded tissue inside root collar	Prune dead branches, remove vines
11779	Post oak	24.5	Good	Heritage	Dead branches (1 to 3-in), vines, good vitality	Prune dead branches, remove vines
11780	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), boring insect damage, vines, low clearance over ground	Prune dead branches, clearance pruning
11781	Post oak	25	Fair	Heritage	Dead branches (1 to 7-in), moderate vitality, vines	Prune dead branches, soil sampling/prescriptive fertilization, remove vines
11782	Post oak	25.5	Good	Heritage	Dead branches (1 to 5-in), boring insect damage (minor)	Prune dead branches
11783	Post oak	29	Good	Heritage	Dead branches (1 to 6-in), twig dieback (minor), low clearance over ground	Prune dead branches, clearance pruning
11784	Post oak	26	Good	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11785	Post oak	26, 16, 11 (39.5)	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), girdling material (roots from neighboring ash juniper), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11786	Post oak	20, 12 (26)	Good	Heritage	Low clearance over ground	Clearance pruning
11787	Post oak	28	Dead	Heritage		Removal
11788	Post oak	32	Fair	Heritage	Dead branches (1 to 8-in), boring insect damage, good vitality	Prune dead branches

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11789	Post oak	27	Good	Heritage	Dead branches (1 to 4-in), vines	Prune dead branches, remove vines
11790	Eastern redcedar	27	Good	Heritage	Dead branches (1 to 4-in), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11791	Post oak	25.5	Good	Heritage	Dead branches (1 to 3-in), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11792	Post oak	28.5	Dead	Heritage		Removal
11793	Post oak	25	Good	Heritage	Good vitality, low clearance over ground	Clearance pruning
11794	Post oak	30.5	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground, good vitality, vines	Prune dead branches, clearance pruning, remove vines
11795	Post oak	39	Fair	Heritage	Vines, low clearance over ground, moderate vitality	Clearance pruning
11796	Post oak	35	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11797	Post oak	22, 18 (31)	Good	Heritage	Dead branches (1 to 3-in), vines, good vitality, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11798	Post oak	43, 10.5 (48.25)	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground, good vitality	Prune dead branches, clearance pruning
11799	Post oak	20, 18 (29)	Good	Heritage		
11800	Post oak	27	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), low clearance over ground, good vitality	Prune dead branches, clearance pruning
11801	Post oak	24.5, 24 (36.5)	Good	Heritage	Boring insect damage (minor), vines, low clearance over ground	Clearance pruning, remove vines
11802	Post oak	27.5	Good	Heritage	Dead branches (1 to 4-in), codominant stems, vines	Prune dead branches, remove vines
11803	Post oak	34	Good	Heritage	Dead branches (1 to 6-in), codominant stems, vines, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11804	Post oak	31.5	Good	Heritage	Dead branches (1 to 4-in)	Prune dead branches
11805	Post oak	34	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage (minor), unbalanced canopy, codominant stems, vines, good vitality	Prune dead branches, remove vines
11806	Post oak	34.5	Dead	Heritage		Removal
11807	Post oak	35	Good	Heritage	Dead branches (1 to 6-in), boring insect damage (minor), girdling materials (adjacent juniper), vines	Prune dead branches, remove ashe juniper, remove vines
11808	Post oak	32	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), vines (severe), moderate vitality, low clearance over ground	Prune dead branches, remove vines, clearance pruning

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11809	Post oak	28.5	Good	Heritage	Dead branches (1 to 3-in), boring insect damage, low clearance over ground, hanging branch (10-inch - lodged against stem)	Prune dead branches, remove hanging branch, clearance pruning
11810	Post oak	38.5	Good	Heritage	Dead branches (1 to 5-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11811	Post oak	37	Good	Heritage	Dead branches (1 to 3-in), vines	Prune dead branches, remove vines
11812	Post oak	35	Good	Heritage	Dead branches (1 to 2-in), boring insect damage, vines	Prune dead branches, remove vines
11813	Post oak	32	Fair	Heritage	Boring insect damage (significant), vines, moderate vitality	Remove vines
11814	Post oak	32.5	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11815	Post oak	34	Fair	Heritage	Large wound extending from base of stem to 15-ft above grade - potential lightning damage, otherwise good vitality	
11816	Post oak	37	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, bulge at root collar, suspected *Biscogniaux*ia canker near bore hole, good vitality	Prune dead branches
11817	Post oak	28	Dead	Heritage		Removal
11818	Post oak	20.5, 17 (29)	Fair	Heritage	Dead branches (1 to 3-in), codominant stems, moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization
11819	Post oak	25.5	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), girdling materials (adjacent juniper)	Prune dead branches, remove juniper
11820	Post oak	26	Dead	Heritage		Removal
11821	Post oak	26	Dead	Heritage		Removal
11822	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11823	Post oak	27	Good	Heritage	Dead branches (1 to 2-in), good vitality, low clearance over ground	Prune dead branches, clearance pruning
11824	Post oak	18.5, 16.5, 16 (34.75)	Good	Heritage	Dead branches (1 to 4-in), multistem	Prune dead branches
11825	Post oak	26	Good	Heritage	Dead branches (1 to 3-in), twig dieback (minor), low clearance over ground	Prune dead branches, clearance pruning
11826	Post oak	26	Dead	Heritage		Removal
11827	Post oak	21.5, 17 (30)	Poor	Heritage	Dieback (severe), low vitality	Removal

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11828	Post oak	20.5, 13.5 (27.25)	Good	Heritage	Dead branches (1 to 2-in), low clearance over ground	Prune dead branches, clearance pruning
11829	Post oak	20, 19 (29.5)	Fair	Heritage	Dead branches (1 to 5-in), low vitality in secondary stem - moderate otherwise, suspected slime mold on western stem, dead juniper between the two stems (connected at root collar)	Prune dead branches
11830	Post oak	20, 17 (28.5)	Fair	Heritage	Dead branches (1 to 6-in), vines, dieback (minor), moderate vitality	Prune dead branches
11831	Post oak	18.5, 12.5 (24.75)	Fair	Heritage	Dead branches (1 to 3-in), multistem connected at root collar, moderate vitality	Prune dead branches
11832	Post oak	21, 9 (25.5)	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11833	Post oak	24	Good	Heritage	Boring insect damage (minor), good vitality	
11834	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), boring insect damage	Prune dead branches
11835	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11836	Post oak	17.5, 13.5 (24.25)	Good	Heritage	Dead branches (1 to 3-in)	Prune dead branches
11837	Post oak	25.5	Good	Heritage	Dead branches (1-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11838	Post oak	30	Good	Heritage	Boring insect damage (minor), low clearance over ground	Clearance pruning
11839	Post oak	30	Good	Heritage	Dead branches (1 to 3-in)	Prune dead branches
11840	Post oak	33.5	Fair	Heritage	Dead branches (1 to 4-in), boring insect damage, several large bulges on stem, otherwise good vitality	Prune dead branches
11841	Post oak	24.5	Good	Heritage	Low clearance over ground	Clearance pruning
11842	Post oak	24	Good	Heritage	Dead branches (1 to 4-in), boring insect damage, sealed vertical crack on stem	Prune dead branches
11843	Post oak	24	Poor	Heritage	Dead branches (1 to 2-in), boring insect damage, growing against dead juniper tree, dieback (moderate), low vitality	Removal if affected by development; if preserved: prune dead branches, soil sampling/prescriptive fertilization
11844	Post oak	24	Poor	Heritage	Dead branches (1 to 4-in), boring insect damage (significant), suspected *Biscogniauxia* canker, insect frass on stem, moderate vitality, dieback (moderate)	Removal if affected by development; if preserved: prune dead branches, soil sampling/prescriptive fertilization
11845	Post oak	24	Good	Heritage	Juniper tree growing against root collar, vines, low clearance over ground	Clearance pruning, remove vines
11846	Post oak	25.5	Dead	Heritage		Removal

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11847	Post oak	26.5	Fair	Heritage	Dead branches (1 to 3-in), codominant stems, suspected *Biscogniauxia* canker, wound on stem, dieback (moderate) of twigs, moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization
11848	Post oak	24.5	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11849	Post oak	25.5	Good	Heritage	Dead branches (1 to 4-in), vines, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11850	Post oak	18.5, 11 (24)	Good	Heritage	Dieback (minor), otherwise good vitality	
11851	Post oak	26	Fair	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), unbalanced canopy	Prune dead branches
11852	Post oak	20, 15 (27.5)	Poor	Heritage	Dieback of two large branches including secondary stem, low vitality, thin canopy, suspected *Biscogniauxia* canker	Removal
11853	Post oak	24	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor)	Prune dead branches
11854	Post oak	26	Good	Heritage	Dead branches (1 to 2-in), low clearance over ground	Prune dead branches, clearance pruning
11855	Post oak	24	Dead	Heritage		Removal
11856	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11857	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11858	Post oak	28	Dead	Heritage	Large wound on stem, fungal bodies on stem, topped from storm damage - live tissue but in significant decline	Removal
11859	Post oak	24	Good	Heritage	Dead branches (1 to 4-in), low clearance over ground	Prune dead branches, clearance pruning
11860	Post oak	25.5	Good	Heritage	Dead branches (1 to 3-in), vines, low clearance over ground	Prune dead branches, clearance pruning, remove vines
11861	Post oak	28	Poor	Heritage	Dead branches (1 to 8-in), dieback (severe) in upper crown, moderate vitality in remaining canopy	Removal if affected by development; if preserved: prune dead branches, soil sampling/prescriptive fertilization
11862	Post oak	26	Dead	Heritage		Removal
11863	Post oak	20.5, 17.5 (29.25)	Good	Heritage	Dead branches (1 to 2-in)	Prune dead branches

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11864	Post oak	24.5	Fair	Heritage	Dead branches (1 to 3-in), wound on north side of stem, dieback (minor), moderate vitality	Prune dead branches, soil sampling/prescriptive fertilization
11865	Post oak	19.5, 15 (27)	Good	Heritage	Wound on secondary stem	
11866	Post oak	25.5	Good	Heritage	Dead branches (1 to 2-in), boring insect damage	Prune dead branches
11867	Post oak	24	Good	Heritage	Dead branches (1 to 4-in), vines, low clearance over ground, corrected lean	Prune dead branches, clearance pruning
11868	Post oak	26	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11869	Post oak	25	Good	Heritage	Dead branches (1 to 2-in), low clearance over ground	Clearance pruning, prune dead branches
11870	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning
11871	Post oak	26.5	Good	Heritage	Boring insect damage (minor), vines	Remove vines
11872	Post oak	25.5	Good	Heritage	Boring insect damage (minor), low clearance over ground	Clearance pruning
11873	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11874	Post oak	24	Poor	Heritage	Boring insect damage, large bulge on lower stem, epicormic growth, dieback (moderate)	Removal
11875	Post oak	24	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11876	Post oak	19, 15 (26.5)	Good	Heritage	Dead branches (1 to 3-in), may be considered separate trees (stems 3-in apart)	Prune dead branches
11877	Post oak	27	Good	Heritage	Dead branches (1 to 5-in), corrected lean	Prune dead branches
11878	Eastern redcedar	28	Poor	Heritage	Dieback (severe), low vitality	Removal
11879	Post oak	17, 15.5 (24.75)	Fair	Heritage	Dead branches (1 to 3-in), twig dieback, moderate vitality, thin canopy	Prune dead branches, soil sampling/prescriptive fertilization
11880	Post oak	26	Good	Heritage	Dead branches (1 to 4-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11881	Post oak	21, 17 (29.5)	Good	Heritage	Dead branches (1 to 5-in), low clearance over ground	Prune dead branches, clearance pruning
11882	Post oak	21, 17.5 (29.75)	Fair	Heritage	Dead branches (1 to 4-in), moderate vitality, dieback (minor)	Prune dead branches
11883	Post oak	25.5	Good	Heritage	Dead branches (1 to 4-in), twig dieback (minor)	Prune dead branches

Tree ID	Species	DBH (In)	Condition	Protected Status	Observations	Recommendations
11884	Post oak	25	Good	Heritage	Dead branches (1 to 3-in), boring insect damage (minor)	Prune dead branches
11885	Post oak	25	Good	Heritage	Boring insect damage (minor), vines, low clearance over ground	Clearance pruning, remove vines
11886	Post oak	25	Good	Heritage	Dead branches (1 to 2-in), boring insect damage, low clearance over ground	Prune dead branches, clearance pruning
11887	Post oak	25.5	Fair	Heritage	Dead branches (1 to 2-in)	Prune dead branches
11888	Post oak	25	Good	Heritage	Dead branches (1 to 5-in), low clearance over ground	Prune dead branches, clearance pruning
11889	Post oak	26.5	Dead	Heritage		Removal
11890	Post oak	16, 16 (24)	Good	Heritage	Low clearance over ground	Clearance pruning
11891	Post oak	24	Good	Heritage	Dead branches (1 to 2-in), boring insect damage (minor), low clearance over ground	Prune dead branches, clearance pruning
11892	Post oak	32.5	Good	Heritage	Dead branches (1 to 5-in), vines, low clearance over ground	Prune dead branches, clearance pruning
11893	Eastern redcedar	26	Good	Heritage	Dead branches (1 to 3-in), low clearance over ground	Prune dead branches, clearance pruning

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Appendix I – Photographs



Photo 4: Post oak #11670 in contact with a wire fence.



Photo 5: Cedar elm #11704 in poor condition.



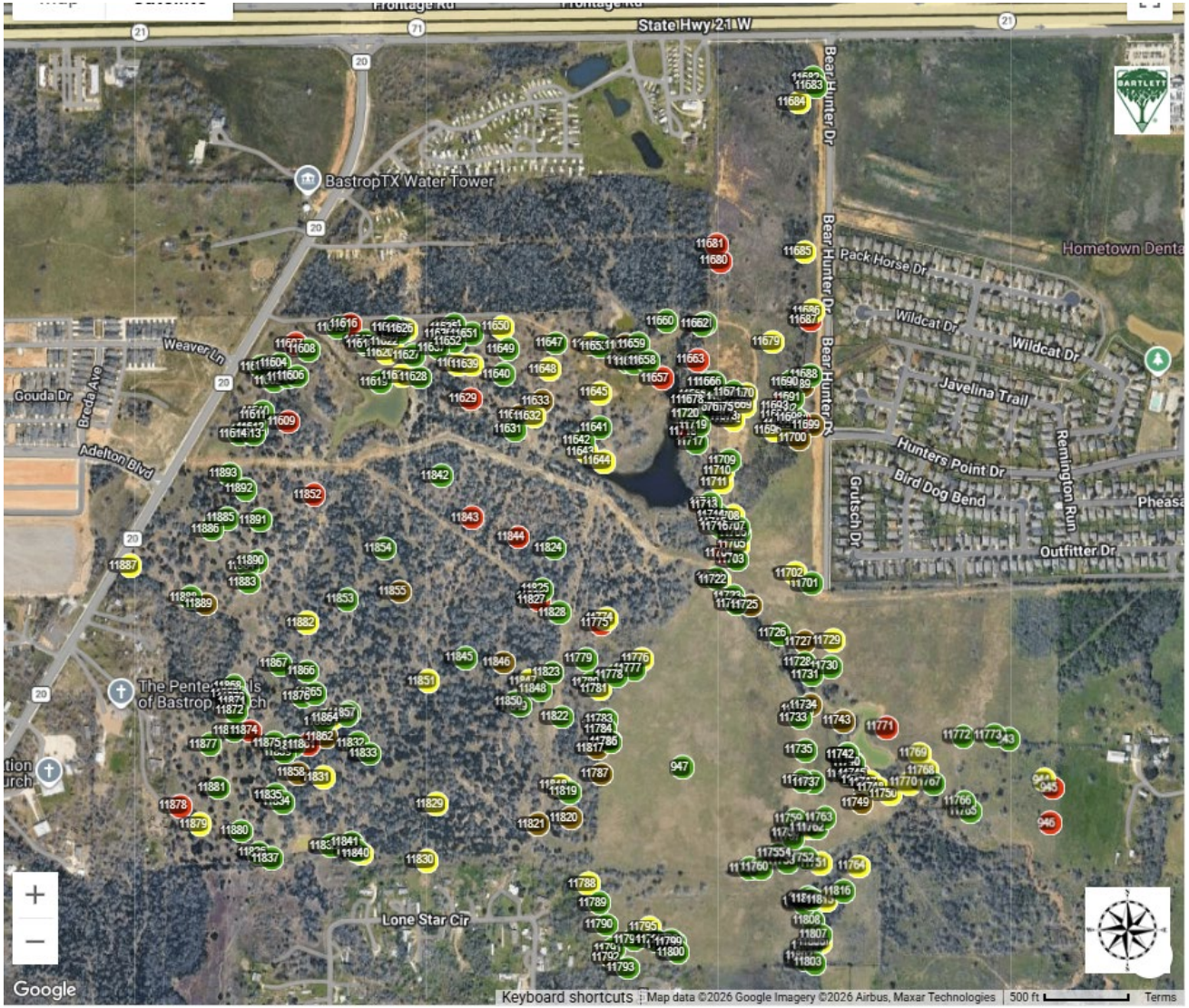
Photo 6: Adult carpenterworm moth (*Prionoxystus robiniae*) on post oak #11620.



Photo 7: Juniper roots girdling post oak #11785.

Appendix II – Tree Condition Map

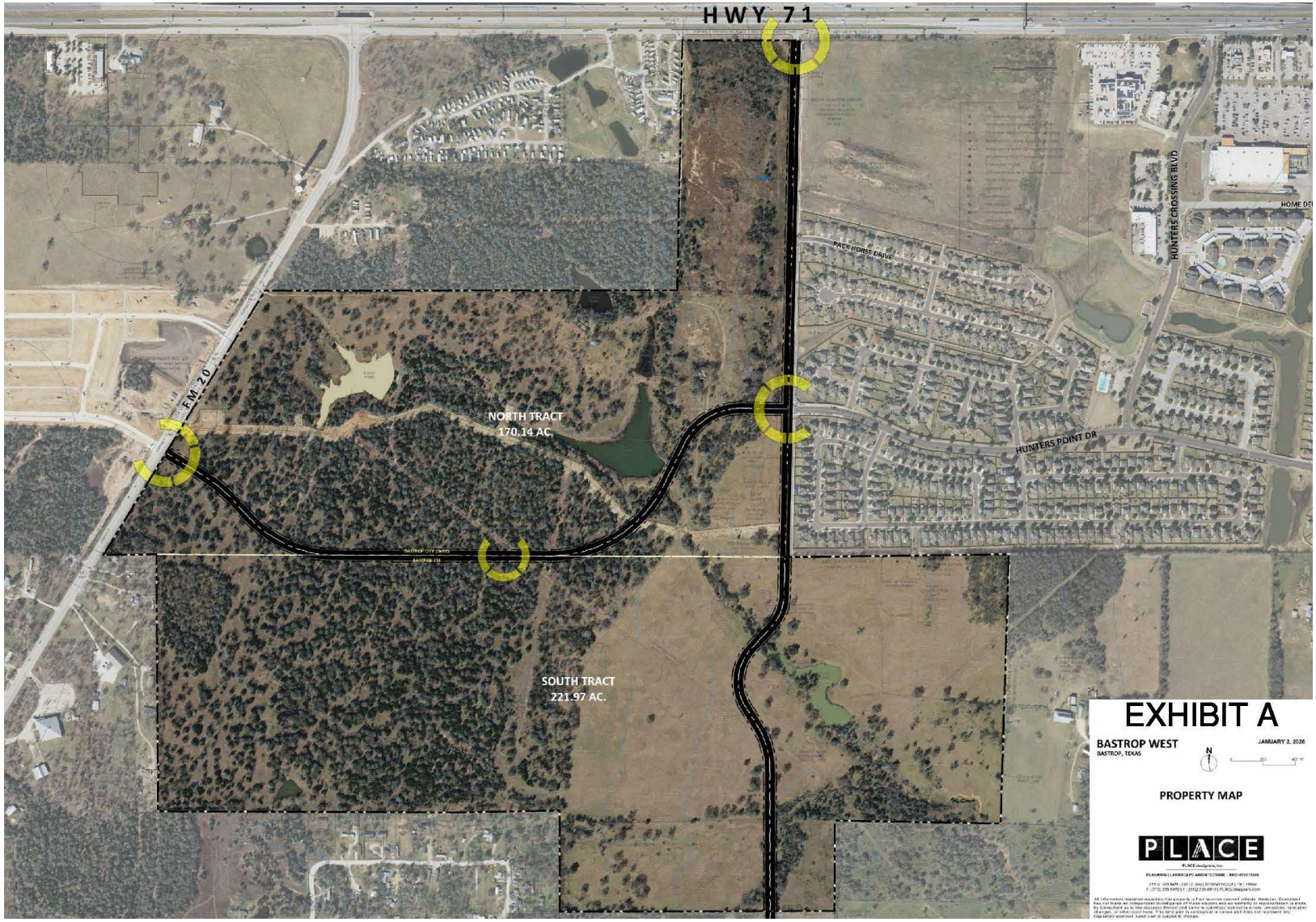
ArborScope Image Accessed May 2026

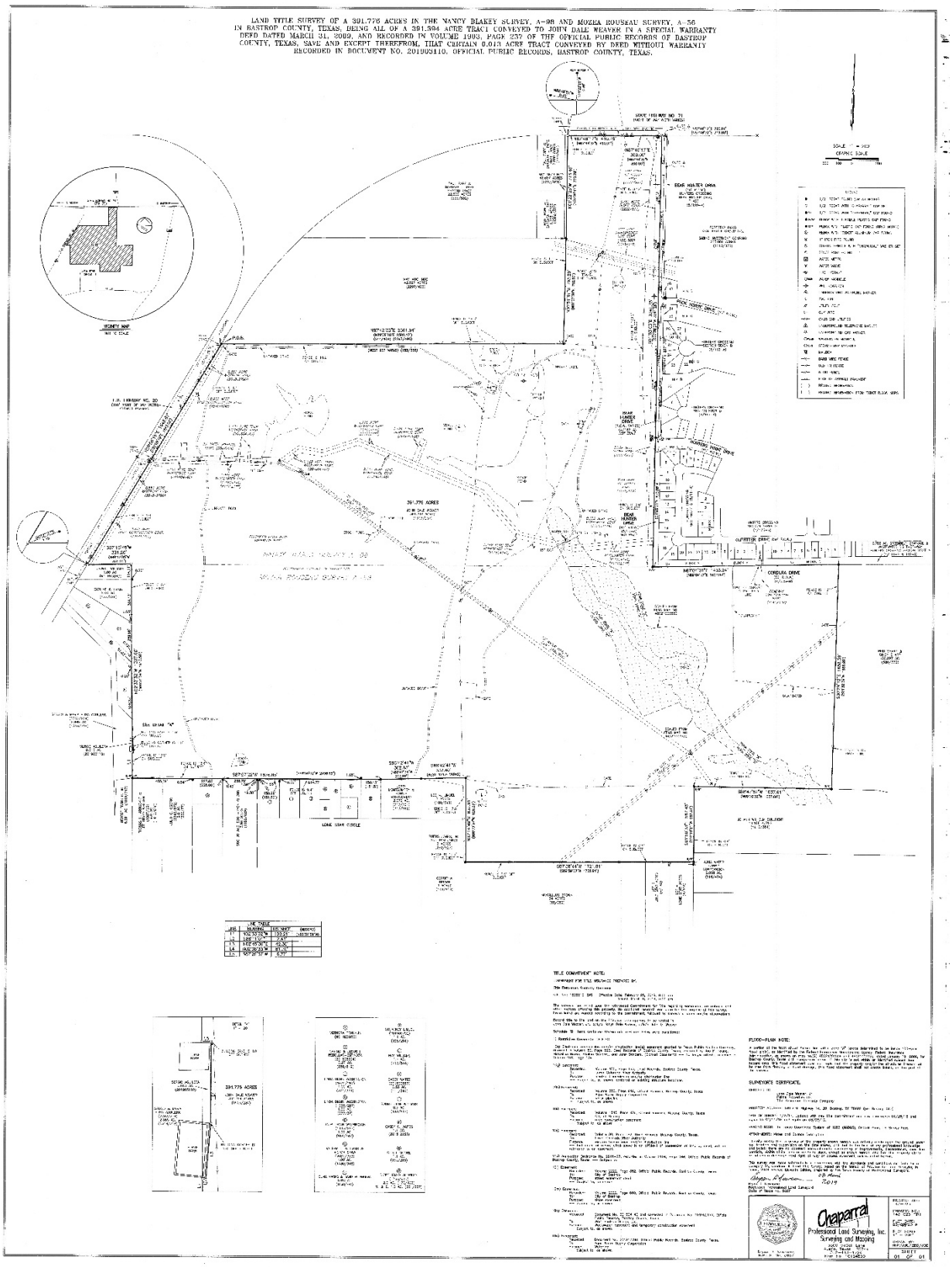


Condition: Good Fair Poor Dead

Appendix III – Site Boundaries

Provided by Client




LAND TITLE SURVEY OF A 391.776 ACRES IN THE NANCY BLAKEY SURVEY, A-98 AND MOZEA ROUSSEAU SURVEY, A-56
IN BASTROP COUNTY, TEXAS, BEING ALL OF A 391.894 ACRE TRACT CONVEYED TO JOHN DALE WEAVER IN A SPECIAL WARRANTY
DEED DATED MARCH 31, 2009, AND RECORDED IN VOLUME 1903, PAGE 237 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP
COUNTY, TEXAS, SAVE AND EXCEPT THEREFROM, THAT CERTAIN 0.043 ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY
RECORDED IN DOCUMENT NO. 201905110, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.
391.776 ACRES
P.O.B.
BEAR HUNTER DRIVE
CORDOBA DRIVE
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

Appendix IV: Mitigation Requirements

Mitigation for removal of regulated trees is required, per the Bastrop Building Block (B3) Code §6.3.004(e) and §6.3.004(f). Granted removal of Protected or Heritage trees must be mitigated by replanting trees equal to the total caliper inches of the trees removed, measured at 12-inches above grade.

Replacement trees must be species noted on the Plant List in the B3 Technical Manual (with the exception of Invasive Trees) and shall be a minimum of 2-inch diameter (measured at 12-inches above grade) and 5-feet in height when planted. Replacement trees that are deemed dead or dying by an ISA certified arborist must be replaced with another complaint replacement tree.

Alternative compliance may be submitted to the DRC for approval or a fee in lieu shall be paid if the site cannot meet the mitigation requirements – see the table below from the City's Master Fee Schedule.

Development Fees in Lieu	
Tree Mitigation	$400 per one (1) caliper inch
Tree Mitigation Non-Compliance	$800 per one (1) caliper inch

Replanting requirements may be offset by Tree Preservation Credits, per B3 Code §6.3.004(g). Tree Preservation Credits are granted for healthy Protected trees that are preserved, excluding trees within the flood plain.

Tree Preservation Credits	
Trees 10-inches to 24-inches	1.5-inches credit per 1-inch preserved
Trees greater than 24-inches	2-inches credit per 1-inch preserved
Unprotected trees 10-inches or greater	May be individually considered by the City

Any Protected or Heritage trees determined to be diseased, overly-mature, or dead/dying by an ISA certified arborist are exempt from mitigation fees. The removal of invasive species grants 0.5-inches credit per 1-inch of invasive tree removed.

Plant List: Invasive Species		
Australian Pine *(Casuarina equisetifolia)*	Chinese Pistache *(Pistacia chinensis)*	Popinac *(Leucaena leucocephala)*
Bottlebrush Tree *(Melaleuca quinguenervia)*	Chinese Tallow *(Triadica sebifera)*	Princess Tree *(Paulownia tomentosa)*
Brazilian Pepper Tree *(Schinus tevabintifolius)*	Chinese Wisteria *(Wisteria sinensis)*	Russian, Autumn Olive *(Elaeagnus unbellata)*
Camphor Tree *(Cinnamomum camphora)*	Golden Rain Tree *(Koelreuteria paniculata)*	Salt Cedar *(Tamarix sp.)*
Carrotwood Tree *(Cupaniopsis anacardiodes)*	Ligustrum, Privet *(Ligustrum lucidum, Ligustrum sp.)*	Tree of Heaven *(Ailanthus altissima)*
China Berry *(Melia azedarach)*	Mimosa Tree *(Albizia julibrissin)*	True Cedar Tree *(Cedrus sp.)*
Chinese Elm *(Ulmus pumila)*	Paper Mulberry *(Broussonetia papyrifera)*	Vitex *(Vitex agnus-castus)*
Chinese Parasol *(Firmiana simplex)*	Peepul Tree *(Ficus religiosa)*	

Appendix V – Preliminary Tree Preservation Guidelines

Tree preservation is intended to not only foster tree survival during development, but also to promote maintenance of tree health and beauty into the future. Retained trees that are injured or damaged during construction or are insufficiently maintained afterward become a liability rather than an asset. How individual trees respond to disturbances will depend on the extent of excavation and grading, the care with which demolition is undertaken, and the construction methods employed. Coordinating any construction activity inside the Tree Protection Zone (TPZ) can minimize these impacts.

The following recommendations will reduce impacts to trees from development and maintain and improve their health and vitality through the clearing, grading and construction phases.

Tree Protection Zone

1. For design purposes, the Tree Protection Zone shall be defined as an exclusion zone surrounding the tree. No grading, excavation, construction, or storage of materials shall occur within that zone. The limits of the Tree Protection Zone may be adjusted following review of grading and construction plans.
2. The Calculated Tree Protection Zone shall be understood as the root zone area extending radially from the surface of the trunk to the outer edge of the tree canopy (dripline), or as indicated in Table 3: Tree Disposition.



Example of Tree Protection Fence Signage

3. The Specified Tree Protection Zone shall be understood as the root zone area indicated as distances from the trunk in feet (Table 3: Disposition) or depicted graphically on the Tree Inventory Map within Appendix II. Tree Protection Zones shall be identified for each tree to be preserved on the Tree Protection Plan within the project plan set.
4. Apply and maintain wood chip mulch within the Tree Protection Zone to maintain a favorable rooting environment (4–6 inches minimum depth). Do not place mulch within 6 inches of trunks.
5. Temporary access may be permitted where construction activities must take place within the Specified Tree Protection Zone. Construction activities within the Tree Protection Zone shall be approved by the Project Arborist and monitored by an ISA Certified Arborist.
6. Tree protection warning signs are required to be installed and maintained at all times until all construction activities are completed.
7. Required tree protection shall remain in place until all construction activities are completed.

Design Recommendations

1. Any changes to plans involving trees shall be reviewed by an ISA Certified Arborist to determine anticipated tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.
2. Plan for tree preservation by designing adequate space around trees to be preserved. This Tree Protection Zone is effectively an exclusion zone.

3. Irrigation systems must be designed so that no trenching severs roots larger than 1 inch in diameter will occur within the Tree Protection Zone.
4. Tree Preservation Guidelines prepared by an ISA Certified Arborist, which include specifications for tree protection during demolition and construction, should be included on all plans.
5. Any herbicide placed under paving materials must be safe for use around trees and labeled for that use.
6. Do not lime the subsoil within 50 feet of any tree. Lime is toxic to tree roots.

Pre-demolition and Pre-construction Treatments and Recommendations

1. Specified Tree Protection Zones shall be identified for each tree to be preserved on the Tree Protection Plan sheets within the project plan set. Specified Tree Protection Zones are indicated as distances from the trunk in feet (Table 3: Disposition) or depicted graphically on the Tree Inventory Map.
    a. Tree protection fences shall be installed to encompass the Tree Protection Zone. Fences should be constructed of steel chain link (minimum height 6 feet), supported by 2-inch diameter steel posts, driven into the ground (installed 8 feet off center) or as otherwise indicated by municipal requirements.
    b. Fences must be installed prior to beginning demolition and must remain until construction is complete.
    c. No grading, excavation, construction or storage or dumping of materials shall occur within the Tree Protection Zone.
    d. No underground services including utilities, sub-drains, water or sewer shall be placed in the Tree Protection Zone.
2. The demolition and construction superintendents shall meet with an ISA Certified Arborist before beginning work to review all work procedures, access routes, storage areas, and tree protection measures.
3. Fence all trees to be retained to completely enclose the Tree Protection Zone prior to demolition or grading. Fences are to remain until all grading and construction is completed. Specified Tree Protection Zones shall be indicated as distances from the trunk in feet or depicted graphically on sheets within the plan set.
4. Apply and maintain wood chip mulch within the Tree Protection Zone to maintain a favorable rooting environment (4–6 inches minimum depth). Do not place mulch within 6 inches of trunks.
5. Sites used for material storage, equipment transport, and construction shall be chosen to avoid conflicts with tree crowns. Branches less than 2 inches in diameter may be reduced or removed by ISA Certified personnel (ISA Certified Arborist® or ISA Certified Tree Worker®) provide clearance when conflict is unavoidable.
6. Prune trees to be preserved. Remove dead or broken branches 2 inches or greater in diameter. Raise crowns as needed to accommodate construction activities.
    a. All pruning shall be done by an ISA Certified Arborist® or ISA Certified Tree Worker® in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2019) and adhere to the most recent editions of the American National

Standard Z133.1 Safety Requirements 2017 for Tree Care Operations and ANSI A300 (Part 1)- Pruning 2017.

b. While in the tree the arborist shall perform an aerial inspection to identify any defects, weak branch and trunk attachments and decay not visible from the ground. Any additional work needed to mitigate defects shall be reported to the property owner.

7. Trees to be removed shall be felled so as to fall away from Tree Protection Zones and avoid pulling and breaking of roots of trees to remain. If roots are entwined, ISA Certified personnel first severing the major woody root mass before extracting the trees or grinding the stump below ground.

Recommendations for Tree Protection during Construction

1. Any approved grading, construction, demolition or other work within the Specified Tree Protection Zone shall be monitored by an ISA Certified Arborist.
2. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.
3. Tree protection devices are to remain until all site work has been completed within the work area. Fences or other protection devices may not be relocated or removed without permission of the Project Arborist.
4. Construction trailers, traffic and storage areas must remain outside the Specified Tree Protection Zone at all times.
5. Roots within Calculated Tree Protection Zones or canopy driplines (whichever is greater) shall be protected from damage and soil compaction where vehicle or equipment transport is anticipated. Apply wood chip mulch topped with 1.25 inch thick plywood or steel plates over transport routes outside of tree protection fencing boundaries (Specified Tree Protection Zone).
6. Ensure adequate but not excessive water is supplied to trees; in most cases occasional irrigation will be required. Avoid directing runoff toward trees. The volume or frequency of irrigation applications may be adjusted based on the soil moisture levels recorded by the ISA Certified Arborist monitoring the site.
7. Any root pruning required for construction purposes shall receive the prior approval of the Project Arborist and be supervised by an ISA Certified Arborist. Roots should be cut with a clean sharp saw to provide a smooth cut. To minimize damage, all roots over 1 inch in diameter should be pruned cleanly rather than torn or crushed with digging tools. Cover cut roots with soil, burlap, or landscape cloth and keep moist.
8. If roots are 2 inches and greater in diameter are encountered during site work and must be cut to complete the construction, an ISA Certified Arborist must be consulted to evaluate effects on the health and stability of the tree and recommend treatment.
9. Prior to grading or trenching, trees may require root pruning outside the Specified Tree Protection Zone. Any root pruning required for construction purposes shall receive the prior approval of, and be supervised by, an ISA Certified Arborist.
10. If injury should occur to any tree during construction, it should be evaluated as soon as possible by an ISA Certified Arborist so that appropriate treatments can be applied.
11. No excess soil, chemicals, debris, equipment or other materials shall be dumped or stored within Tree Protection Zones. The Tree Protection Zone shall be maintained free of weeds and trash.

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12. Any additional tree pruning needed for clearance during construction must be performed by an ISA Certified Arborist and not by construction personnel.

Maintenance of Impacted Trees

Preserved trees will experience a physical environment different from that of the pre-development conditions. As a result, tree health and structural stability should be monitored. Occasional pruning, fertilization, mulch, pest management, replanting and irrigation may be required. In addition, provisions for monitoring both tree health and structural stability following construction must be made a priority. Inspect trees annually and following major storms to identify conditions requiring treatment to manage risk associated with tree failure.

Our procedures included assessing trees for observable defects in structure. This is not to say that trees without significant defects will not fail. Failure of apparently defect-free trees does occur, especially during storm events. Wind forces, for example, can exceed the strength of defect-free wood causing branches and trunks to break. Wind forces coupled with rain can saturate soils, reducing their ability to hold roots, and blow over defect-free trees. Although we cannot predict all failures, identifying those trees with observable defects is a critical component of enhancing public safety.

Furthermore, trees change over time. Our inspections represent the condition of the tree at the time of inspection. As trees age, the likelihood of failure of branches or entire trees increases. Annual tree inspections are recommended to identify changes to tree health and structure. In addition, trees should be inspected after storms of unusual severity to evaluate damage and structural changes. Initiating these inspections is the responsibility of the client and/or tree owner.

If you have any questions about my observations or recommendations, please contact me.

Colton Weaver



FIELD CONSULTING ARBORIST
ISA Certified Arborist #TX-5147A, Texas Oak Wilt Qualified, Tree Risk Assessment Qualified
Bartlett tree experts
2403 Howard Lane, Austin, TX 78728
colton.weaver@bartlett.com

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Appendix VI - Glossary of Terms

arborist: 1. An individual engaged in the profession of arboriculture who, through experience, education and related training, possesses the competence to provide for, or supervise the management of, trees and other woody ornamentals. [ANSI A300 (Part 1, 2, 4, 5, 6)] 2. An individual engaged in the profession of arboriculture. [ANSI Z133.1-2000 Safety Requirements for Arboricultural Operations]

bracing: The installation of lag-thread screw or threaded-steel rods in branches, leaders, or trunks to provide supplemental support. [ANSI A300 (Part 3)-2000 Support Systems]

branch: An outgrowing shoot, stem or twig that grows from the main stem or trunk. [ANSI Z60.1–2004 Nursery Stock]

buttress roots: Lateral surface roots that aid in stabilizing the tree.

cable: 1) Zinc coated strand per ASTM A-475 for dead-end grip applications. 2) Wire rope or strand for general applications. 3) Synthetic-fiber rope or synthetic-fiber webbing for general applications. [ANSI A300 (Part 3)-2000 Support Systems]

cabling: The installation of a steel wire rope, steel strand, or synthetic-fiber system within a tree between branches or leaders to limit movement and provide supplemental support. [ANSI A300 (Part 3)-2000 Support Systems]

canopy: collective branches and foliage of a tree or group of trees' crowns

cation exchange capacity(CEC): The ability of soil to absorb nutrients.

cavity: An open wound characterized by the presence of decay and resulting in a hollow.

cleaning: Selective pruning to remove one or more of the following parts: dead, diseased, and/ or broken branches (5.6.1). [ANSI A300 (2023)

co-dominate branches: Equal in size and importance, usually associated with either the trunks, stems, or scaffold branches.

conk: fruiting body or nonfruiting body of a fungus. Often associated with decay.

crown: 1. The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree. [ANSI A300 (2023) [ANSI A300 (Part 6)-2005 Transplanting] 2. The portion of a tree comprising the branches. [ANSI Z60.1-2004 Nursery Stock]

D.B.H. [diameter at breast height]: Measurement of trunk diameter taken at 4.5 feet (1.4 m) off the ground. [ANSI A300 (Part 6)- 2005 Transplanting]

decay: The degradation of woody tissue caused by microorganisms. [ANSI A300 (Part 1)-2001 Pruning]

geographic information system (GIS): is any system for capturing, storing, analyzing and managing data and associated attributes which are spatially referenced to earth.

girdling root: A root that may impede proper development of other roots, trunk flare, and/or trunk. [ANSI A300 (Part 6)-2005 Transplanting]

Global Positioning System (GPS): A constellation of at least 24 Medium Earth Orbit satellites that transmit precise microwave signals, the system enables a GPS receiver to determine its location, speed, direction, and time.

Global Positioning System receiver (GPSr): A receiver that receives its input from GPS satellites to determine location, speed, direction, and time.

heading: cutting a shoot back to a bud o cutting branches back to buds, stubs, or lateral branches not large enough to assume apical dominance. Cutting an older branch or stem back to meet a structural objective

integrated pest management (IPM): A pest control strategy that uses an array of complementary methods: mechanical devices, physical devices, genetic, biological, legal, cultural management, and chemical management. These methods are done in three stages of prevention, Observation, and finally Intervention. It is an ecological approach that has its main goal is to significantly reduce or eliminate the use of pesticides.

lateral branch: A shoot or stem growing from a parent branch or stem. [ANSI A300 (Part 1)- 2001 Pruning]

leader: A dominant or co-dominant, upright stem. [ANSI A300 (2023)

lean: Departure from vertical of the stem, beginning at or near the base of the trunk.

limb: A large, prominent branch. [ANSI A300 (2023)

lion's tailing: The removal of an excessive number of inner, lateral branches from parent branches. Lion's tailing is not an acceptable pruning practice (5.5.7). [ANSI A300 (Part 1)- 2001 Pruning]

macronutrient: Nutrient required in relatively large amounts by plants, such as nitrogen (N), phosphorus (P), potassium (K), and sulfur (S). [ANSI A300 (Part 2)-2004 Fertilization]

micronutrient: Nutrient required in relatively small amounts by plants, such as iron (Fe), manganese (Mn), zinc (Zn), copper (Cu), and boron (B). [ANSI A300 (Part 2)-2004 Fertilization]

nutrient: Element or compound required for growth, reproduction or development of a plant. [ANSI A300 (Part 2)-2004 Fertilization]

organic matter: material derived from the growth (and death) of living organisms. The organic components of soil.

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pH: unit of measurement that describes the alkalinity or acidity of a solution. Measured on a scale of 0 to 14. Greater than 7 Is alkaline, less than 7 is acid, and 7 is neutral (pure water).

pruning: The selective removal of plant parts to meet specific goals and objectives. [ANSI A300 (2023).

qualified arborist: An individual who, by possession of a recognized degree, certification, or professional standing, or through related training and on-the-job experience, is familiar with the equipment and hazards involved in arboricultural operations and who has demonstrated ability in the performance of the special techniques involved. [ANSI Z133.1-2000 Safety Requirements for Arboricultural Operations].

raising: Selective pruning to provide vertical clearance (5.6.3). [ANSI A300 (2023).

reduction: Selective pruning to decrease height and/or spread (5.6.4). [ANSI A300 (2023).

risk assessment: process of evaluating what unexpected things could happen, how likely it is, and what the likely outcomes are. In tree management, the systematic process to determine the level of risk posed by a tree, tree part, or group of trees.

root collar: 1. The transition zone between the trunk and the root system. [ANSI A300 (Part 6)-2005 Transplanting] 2. See COLLAR. [ANSI Z60.1-2004 Nursery Stock]

root flare or trunk flare: The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk. [ANSI Z60.1-2004 Nursery Stock] [ANSI A300 (Part 6)-2005 Transplanting]

root zone: The volume of soil containing the roots of a plant. [ANSI A300 (Part 5)-2005

secondary nutrient: Nutrient required in moderate amounts by plants, such as calcium (Ca) and magnesium (Mg). [ANSI A300 (Part 2)-2004 Fertilization]

seam: Vertical line that appears where two edges of wound wood or callus ridge meet.

soil pH: A measure of the acidity or alkalinity of the soil.

soil amendment: Any material added to soil to alter its composition and structure, such as sand, fertilizer, or organic matter. [ANSI A300 (Part 6)-2005 Transplanting]

structural support system: hardware installed in tree, may be; cables, braces, or guys, to provide supplemental support.

sweep: Departure from vertical of the stem, beginning above the base of the trunk.

thinning: Selective pruning to reduce density of live branches (5.6.2). [ANSI A300 (Part 1)- 2001 Pruning]

tree risk assessment: Closer inspection of visibly damaged, dead, defected diseased, leaning or dying tree to determine management needs.

topping: The reduction of a tree's size using heading cuts that shorten branches back to a predetermined crown limit. Topping is not an acceptable pruning practice (5.5.7). [ANSI A300 (2023).

parent branch or stem: A tree trunk, limb, or prominent branch from which shoots or stems grow. [ANSI A300 (2023).

tree inventory: A comprehensive list of individual trees providing descriptive information on all or a portion of the project area. [ANSI A300 (Part 5)-2005 Management during site planning, site development, and construction]

tree protection zone: A space above and belowground within which trees are to be retained and protected. [ANSI A300 (Part 5)2005Management during site planning, site development, and construction]

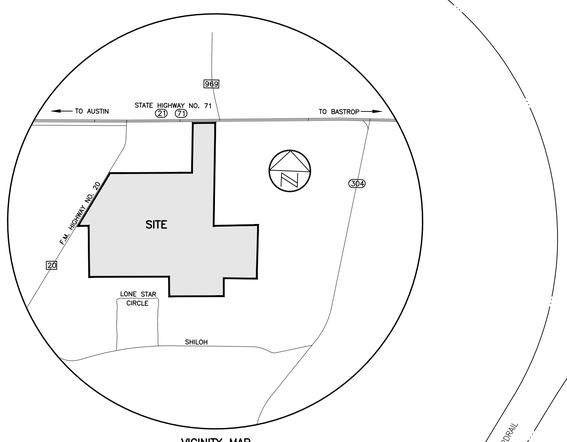
structural support system: A support system used to provide supplemental support to leaders, individual branches, and/or the whole plant. [ANSI A300 (Part 4)-2002 Lightning Protection Systems]

trunk: That portion of a stem or stems of a tree before branching occurs. [ANSI Z60.1-2004 Nursery Stock]

wound: An opening that is created when the bark of a live branch or stem is penetrated, cut, or removed. [ANSI A300 (2023).

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A LAND TITLE SURVEY OF A 391.719 ACRES IN THE NANCY BLAKEY SURVEY A-98 AND THE MOZEA ROUSEAU SURVEY A-56 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 169.971 ACRE TRACT CONVEYED TO PALMS PROPERTIES LLC IN DOCUMENT NO. 201903965, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 221.804 ACRE TRACT CONVEYED TO PALMS PROPERTIES IN DOCUMENT NO. 202401151, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 200'
GRAPHIC SCALE
200 100 0 200

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
● CH	1/2" REBAR WITH "CHAPARRAL" CAP FOUND
● PCAP	REBAR WITH ILLEGIBLE PLASTIC CAP FOUND
● CAP	REBAR WITH PLASTIC CAP FOUND (RPLS NOTED)
⊙	REBAR WITH "TXDOT" ALUMINUM CAP FOUND
⊙	1" IRON PIPE FOUND
⊙	COTTON SPINDLE WITH "CHAPARRAL" WASHER FOUND
○	FENCE POST FOUND
✥	CONTROL POINT LOCATION
W	WATER METER
⊗	WATER VALVE
✥	FIRE HYDRANT
WMH	WATER MANHOLE
⊕	WELL LOCATION
⚠	UNDERGROUND WATERLINE MARKER
⊙	PVC PIPE
⌀	UTILITY POLE
←	GUY WIRE
—OU—	OVERHEAD UTILITIES
⚠	UNDERGROUND TELEPHONE MARKER
⚠	UNDERGROUND GAS MARKER
G	GAS VALVE
WWMH	WASTEWATER MANHOLE
SSMH	STORMSEWER MANHOLE
M	MAILBOX
—X—	BARB WIRE FENCE
—///—	OLD TIN FENCE
—//—	WOOD FENCE
—//—	EDGE OF ASPHALT PAVEMENT
( )	RECORD INFORMATION
{ }	RECORD INFORMATION FROM TXDOT R.O.W. MAPS

THIS IS A SURFACE DRAWING.

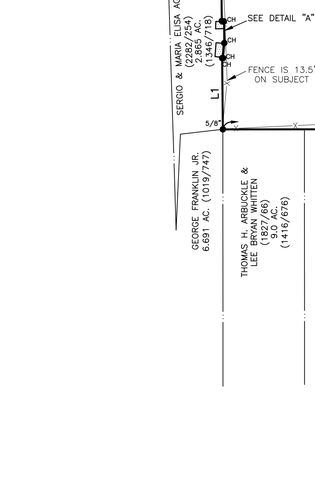
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE; US SURVEY FEET; BASED ON GPS SOLUTIONS FROM THE LOCAL REAL TIME NETWORK (RTN) FOR CHAPARRAL CONTROL POINT "101".

1/2" REBAR WITH "CHAPARRAL" CAP SET

COMBINED SCALE FACTOR = 0.9999700010 (FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000030 (FOR GRID TO SURFACE CONVERSION)

LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	N02°33'35"W	199.13'	([N00°31'58"W 199.21'])
L2	S89°51'24"E	2.48'	([S86°11'01"E 2.41'])
L3	N02°42'19"E	42.26'	([N02°45'36"E 42.30'])
L4	N02°11'59"W	61.67'	([N02°08'33"W 61.70'])
L5	S87°53'49"W	6.69'	([S87°26'37"W 6.77'])
L6	N30°06'54"W	79.21'	



Ⓐ VERNORA FRANKLIN (NO RECORD)

Ⓑ GABINO & JESUS I. REBOLLAR-ESPINOZA (201505294) 0.27 AC. (269/619)

Ⓒ LINDA DIANN WASHINGTON (1935/287) 1.00 AC. (321/339)

Ⓓ LINDA DIANN WASHINGTON (1935/287) 1.00 AC. (677/37)

Ⓔ LINDA DIANN WASHINGTON (1935/287) 1.00 AC. (864/167)

Ⓕ VALERIA T. WILLIAMS & VICTOR SHAW (2084/353) 1.00 AC. (1430/946)

Ⓗ OLIVIA MACIAS & DAVID VILLANUEVA 1.010 AC. (1868/781)

Ⓘ COURTNEY LIMUEL (201509792) 1.1 AC. (195/291)

Ⓙ ROY WILLIAMS 1.1 AC. (113/544)

Ⓚ CASEY WAITES (201500857) 0.55 AC. (111/341)

Ⓛ BOBBIE JENE WILLIAMS 0.5 AC. (933/697)

Ⓜ CASEY C. WAITES 1.1 AC. (201512253)

Ⓝ CIDELL MOORE 1.1 AC. (193/289)

Ⓞ RICKY JAMES ALDRIDGE (1266/635) 2.0 AC. (173/403) S. & E. 1.0 AC. (321/337)

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Title Resources Guaranty Company
Independence Title

G.F. No.: 2534533-BAS Effective Date: 09/14/25 Issued: 09/26/25

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

1) Restrictive Covenants: DELETED

10f) Easement executed by Joe K. Young and Ivor W. Young, to Lower Colorado River Authority, dated May 23, 1940, recorded in/under 103/582, and as amended in/under 1175/678, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown, based on existing structure locations.**

10g) Easement executed by Dr. John Dale Weaver, Sr. and wife Charlotte Weaver, to Lower Colorado River Authority, dated September 7, 1961, recorded in/under 155/173, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown, centered on existing structure locations.**

10h) Pipeline Easement executed by John Dale Weaver and wife, Charlotte Weaver, to Aqua Water Supply Corporation, dated January 7, 1985, recorded in/under 356/916, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10i) Roadway Construction Easement executed by J D Weaver/Bastrop, Ltd., to City of Bastrop, dated June 8, 2005, recorded in/under 1545/476, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10j) Terms, Conditions, and Stipulations in the Annexation Ordinance No. 2011-27 recorded in Volume 2108, Page 266, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown**

10k) Easement recorded in Volume 103, Page 582, Deed Records of Bastrop County, Texas, being modified in Volume 1175, Page 678, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown, based on existing structure locations.**

10l) Street Easement executed by John D. Weaver, Jr., to City of Bastrop, dated March 28, 2013, recorded in/under 2222/852, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10m) Slope Easement executed by John D. Weaver, Jr., to City of Bastrop, dated March 28, 2013, recordedin/under 2222/860, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10n) Wastewater Easement and Temporary Construction Easement recorded in/under 201604146, and as corrected in/under 201902177 of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10o) Waterline Easement recorded under Document No. 201812790, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown**

10p) Terms, Conditions, and Stipulations in the Final Judgement recorded under Document No. 202415504, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown (Tract 1)**

10q) Terms, Conditions, and Stipulations in the Final Judgement recorded under Document No. 202415507, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown (Tract 2)**

LEGAL DESCRIPTION:

Tract 1: 221.804 acres, more or less, in the MOZEA ROUSEAU SURVEY, A-56, in Bastrop County, Texas

Tract 2: 169.971 acres, more or less, in the NANCY BLAKEY SURVEY, A-98, in Bastrop County, Texas.

FLOOD-PLAIN NOTE:

A portion of the tract shown hereon lies within Zone "A" (areas determined to be inside 100-year flood-plain), as identified by the Federal Emergency Management Agency, Federal Insurance Administration, as shown on map no.(S) **48021C0355F and 48021C0335F, dated May 9, 2023, for Bastrop County, Texas** and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 169 F.M. Highway No. 20, Bastrop, TX 78602 (per Bastrop CAD)

DATE OF SURVEY: July 22, 2026

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:
Palms Properties, LLC
Title Resources Guaranty Company
Independence Title

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief: there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property abuts or adjoins a dedicated road right-of-way or access easement, unless noted hereon.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3 Land Title Survey. Effective September 30, 2024.

Michael Bohuslav 07/28/26
Michael S. Bohuslav Date
Registered Professional Land Surveyor
State of Texas No. 7229

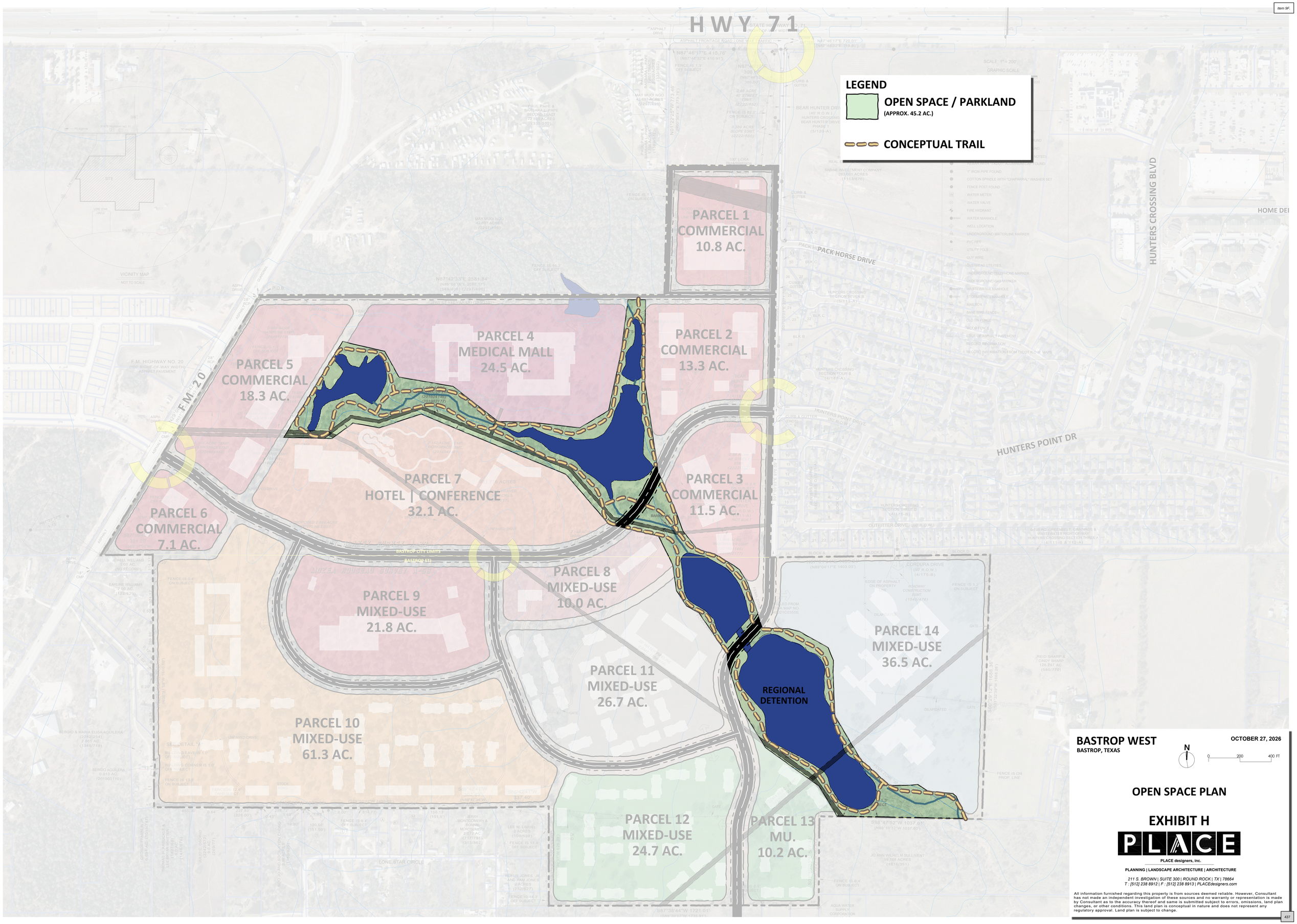
EXHIBIT G

STATE OF TEXAS REGISTERED MICHAEL S. BOHUSLAV 7229 PROFESSIONAL LAND SURVEYOR

Michael S. Bohuslav
R.P.L.S. No. 7229

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
5725 West Hwy 290, Suite 103
Austin, Texas 78735-7822
512-443-1724
T.B.P.E.L.S. Firm No. 10124500

PROJECT NO.: 143-023
DRAWING NO.: 391AC-2026
PLOT DATE: 07/28/26
PLOT SCALE: 1" = 200'
DRAWN BY: BBP, JBE, MB
SHEET 01 OF 01



BASTROP WEST
BASTROP, TEXAS

OCTOBER 27, 2026

OPEN SPACE PLAN

EXHIBIT H

PLACE designers, inc.
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE
211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T : [512] 238 8912 | F : [512] 238 8913 | PLACEdesigners.com

All information furnished regarding this property is from sources deemed reliable. However, Consultant has not made an independent investigation of these sources and no warranty or representation is made by Consultant as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change.

HWY 71

PARCEL 1
COMMERCIAL
10.8 AC.

PARCEL 2
COMMERCIAL
13.3 AC.

PARCEL 3
COMMERCIAL
11.5 AC.

PARCEL 4
MEDICAL MALL
24.5 AC.

PARCEL 5
COMMERCIAL
18.3 AC.

PARCEL 6
COMMERCIAL
7.1 AC.

PARCEL 7
HOTEL | CONFERENCE
32.1 AC.

PARCEL 8
MIXED-USE
10.0 AC.

PARCEL 9
MIXED-USE
21.8 AC.

PARCEL 10
MIXED-USE
61.3 AC.

PARCEL 11
MIXED-USE
26.7 AC.

PARCEL 12
MIXED-USE
24.7 AC.

PARCEL 13
MU.
10.2 AC.

PARCEL 14
MIXED-USE
36.5 AC.

REGIONAL
DETENTION

F.M. 20

HUNTERS CROSSING BLVD

LONE STAR CIRCLE

CORDURA DRIVE (50' R.O.W.)

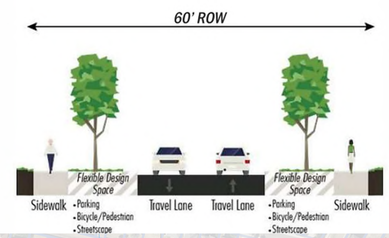
OUTFITTER DRIVE (50' R.O.W.)

ROADWAY DESIGNATIONS

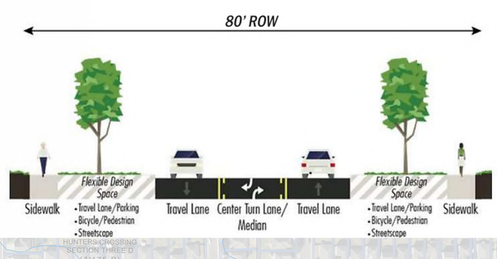
PRIMARY MULTIMODAL
(80' R.O.W. SHOWN)

LOCAL CONNECTOR STREET
(60' R.O.W. SHOWN)

Local Connector Street



Primary Multimodal Street



BASTROP WEST
BASTROP, TEXAS

OCTOBER 27, 2026

N

0 200 400 FT

CIRCULATION PLAN

EXHIBIT I

PLACE

PLACE designers, inc.

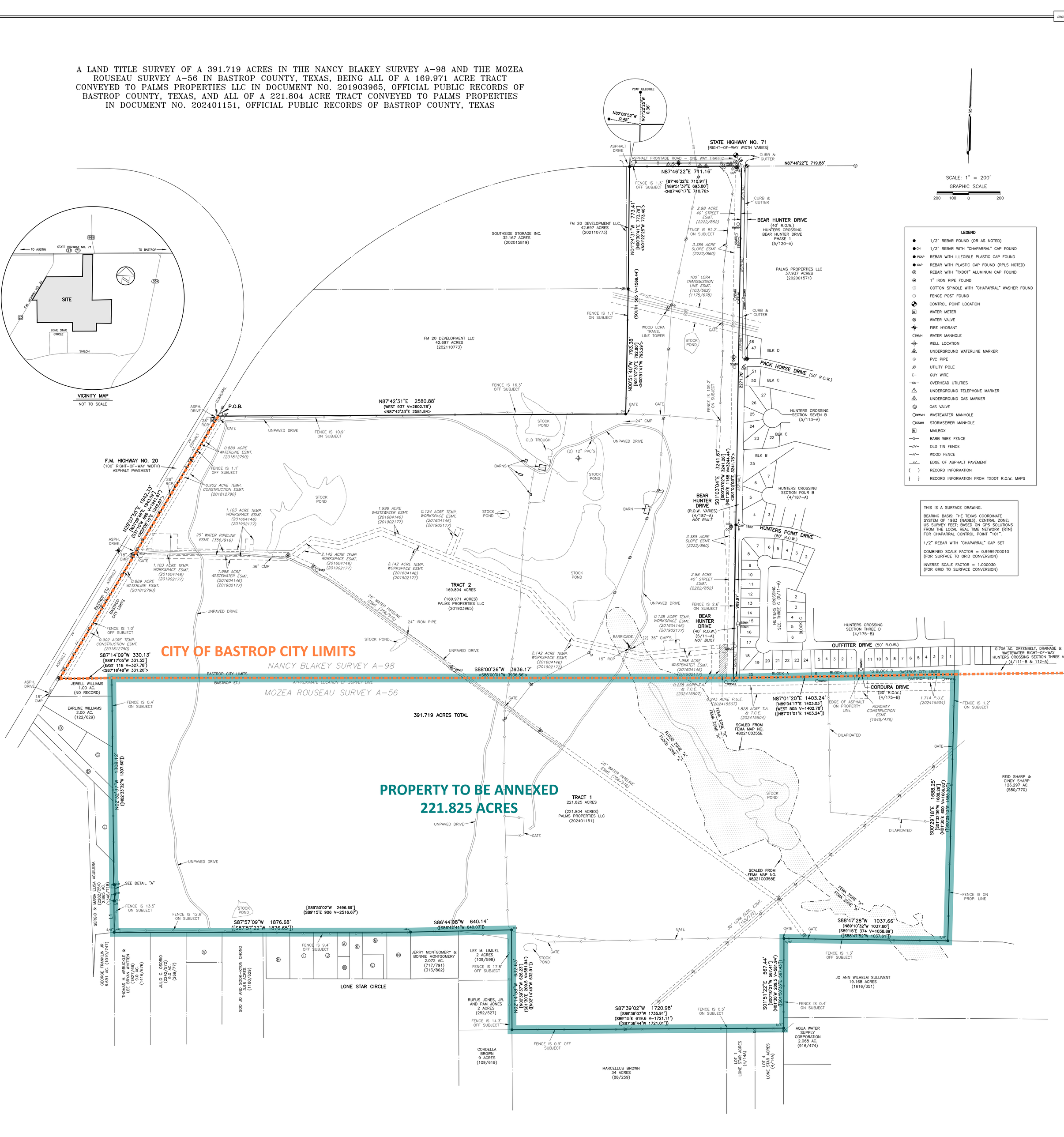
PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

211 S. BROWN | SUITE 300 | ROUND ROCK | TX | 78664
T : [512] 238 8912 | F : [512] 238 8913 | PLACEdesigners.com

All information furnished regarding this property is from sources deemed reliable. However, Consultant has not made an independent investigation of these sources and no warranty or representation is made by Consultant as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change.

A LAND TITLE SURVEY OF A 391.719 ACRES IN THE NANCY BLAKEY SURVEY A-98 AND THE MOZEA ROUSEAU SURVEY A-56 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 169.971 ACRE TRACT CONVEYED TO PALMS PROPERTIES LLC IN DOCUMENT NO. 201903965, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 221.804 ACRE TRACT CONVEYED TO PALMS PROPERTIES IN DOCUMENT NO. 202401151, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

VICINITY MAP
NOT TO SCALE



LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	N02°33'35"W	199.13'	([N00°31'58"W 199.21'])
L2	S89°51'24"E	2.48'	([S86°11'01"E 2.41'])
L3	N02°42'19"E	42.26'	([N02°45'36"E 42.30'])
L4	N02°11'59"W	61.67'	([N02°08'33"W 61.70'])
L5	S87°53'49"W	6.69'	([S87°26'37"W 6.77'])
L6	N30°06'54"W	79.21'	

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Title Resources Guaranty Company
Independence Title

G.F. No.: 2534533-BAS Effective Date: 09/14/25 Issued: 09/26/25

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

1) Restrictive Covenants: DELETED

10f) Easement executed by Joe K. Young and Ivor W. Young, to Lower Colorado River Authority, dated May 23, 1940, recorded in/under 103/582, and as amended in/under 1175/678, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown, based on existing structure locations.**

10g) Easement executed by Dr. John Dale Weaver, Sr. and wife Charlotte Weaver, to Lower Colorado River Authority, dated September 7, 1961, recorded in/under 155/173, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown, centered on existing structure locations.**

10h) Pipeline Easement executed by John Dale Weaver and wife, Charlotte Weaver, to Aqua Water Supply Corporation, dated January 7, 1985, recorded in/under 356/916, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10i) Roadway Construction Easement executed by J D Weaver/Bastrop, Ltd., to City of Bastrop, dated June 8, 2005, recorded in/under 1545/476, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10j) Terms, Conditions, and Stipulations in the Annexation Ordinance No. 2011-27 recorded in Volume 2108, Page 266, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown**

10k) Easement recorded in Volume 103, Page 582, Deed Records of Bastrop County, Texas, being modified in Volume 1175, Page 678, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown, based on existing structure locations.**

10l) Street Easement executed by John D. Weaver, Jr., to City of Bastrop, dated March 28, 2013, recorded in/under 2222/852, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10m) Slope Easement executed by John D. Weaver, Jr., to City of Bastrop, dated March 28, 2013, recordedin/under 2222/860, of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10n) Wastewater Easement and Temporary Construction Easement recorded in/under 201604146, and as corrected in/under 201902177 of the Real Property Records of Bastrop County, Texas. -- **Subject to, as shown**

10o) Waterline Easement recorded under Document No. 201812790, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown**

10p) Terms, Conditions, and Stipulations in the Final Judgement recorded under Document No. 202415504, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown (Tract 1)**

10q) Terms, Conditions, and Stipulations in the Final Judgement recorded under Document No. 202415507, Official Public Records of Bastrop County, Texas. -- **Subject to, as shown (Tract 2)**

LEGAL DESCRIPTION:

Tract 1: 221.804 acres, more or less, in the MOZEA ROUSEAU SURVEY, A-56, in Bastrop County, Texas

Tract 2: 169.971 acres, more or less, in the NANCY BLAKEY SURVEY, A-98, in Bastrop County, Texas.

FLOOD-PLAIN NOTE:

A portion of the tract shown hereon lies within Zone "A" (areas determined to be inside 100-year flood-plain), as identified by the Federal Emergency Management Agency, Federal Insurance Administration, as shown on map no.(S) **48021C0355F and 48021C0335F, dated May 9, 2023, for Bastrop County, Texas** and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 169 F.M. Highway No. 20, Bastrop, TX 78602 (per Bastrop CAD)

DATE OF SURVEY: July 22, 2026

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:
Palms Properties, LLC
Title Resources Guaranty Company
Independence Title

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief: there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property abuts or adjoins a dedicated road right-of-way or access easement, unless noted hereon.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3 Land Title Survey. Effective September 30, 2024.

Michael Bohuslav 07/28/26
Michael S. Bohuslav Date
Registered Professional Land Surveyor
State of Texas No. 7229

N

SCALE: 1" = 200'
GRAPHIC SCALE
200 100 0 200

LEGEND

- ● 1/2" REBAR FOUND (OR AS NOTED)
- ● CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- ● PCAP REBAR WITH ILLEGIBLE PLASTIC CAP FOUND
- ● CAP REBAR WITH PLASTIC CAP FOUND (RPLS NOTED)
- ⊙ REBAR WITH "TXDOT" ALUMINUM CAP FOUND
- ⊙ 1" IRON PIPE FOUND
- ⊙ COTTON SPINDLE WITH "CHAPARRAL" WASHER FOUND
- ○ FENCE POST FOUND
- CONTROL POINT LOCATION
- [W] WATER METER
- ⊗ WATER VALVE
- FIRE HYDRANT
- ○WMH WATER MANHOLE
- WELL LOCATION
- UNDERGROUND WATERLINE MARKER
- PVC PIPE
- UTILITY POLE
- GUY WIRE
- —OU— OVERHEAD UTILITIES
- UNDERGROUND TELEPHONE MARKER
- UNDERGROUND GAS MARKER
- G GAS VALVE
- ○WWMH WASTEWATER MANHOLE
- ○SSMH STORMSEWER MANHOLE
- [M] MAILBOX
- —X— BARB WIRE FENCE
- —///— OLD TIN FENCE
- —//— WOOD FENCE
- ASPHALT PAVEMENT
- ( ) RECORD INFORMATION
- { } RECORD INFORMATION FROM TXDOT R.O.W. MAPS

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE; US SURVEY FEET; BASED ON GPS SOLUTIONS FROM THE LOCAL REAL TIME NETWORK (RTN) FOR CHAPARRAL CONTROL POINT "101".

1/2" REBAR WITH "CHAPARRAL" CAP SET

COMBINED SCALE FACTOR = 0.9999700010 (FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000030 (FOR GRID TO SURFACE CONVERSION)

ANNEXATION EXHIBIT

DISCLAIMER: NOTES AND ILLUSTRATIONS ADDED FOR ILLUSTRATIVE PURPOSES - NOT PART OF THE ORIGINAL SURVEY

STATE OF TEXAS REGISTERED MICHAEL S. BOHUSLAV 7229 PROFESSIONAL LAND SURVEYOR

Michael S. Bohuslav
R.P.L.S. No. 7229

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
5725 West Hwy 290, Suite 103
Austin, Texas 78735-7822
512-443-1724
T.B.P.E.L.S. Firm No. 10124500

PROJECT NO.: 143-023
DRAWING NO.: 391AC-2026
PLOT DATE: 07/28/26
PLOT SCALE: 1" = 200'
DRAWN BY: BBP, JBE, MB
SHEET 01 OF 01

ORDINANCE 2026-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE MUNICIPAL SERVICE PLAN FOR +/-169.71 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, CONVEYED TO PALM PROPERTIES, LLC RECORDED IN DOCUMENT NO. 201903965 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BASTROP, TEXAS, LOCATED EAST OF FARM TO MARKET 20, AND SOUTH OF STATE HIGHWAY 71, MORE COMMONLY KNOWN AS "BASTROP WEST"; 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 applicable State of Texas statutory authority for the good governance of the City; and

WHEREAS, City Council has previously 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 health and safety 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, the City of Bastrop deems it necessary to amend the Municipal Service Plan for the 169.71 acres of land known as Bastrop West to add further clarifications and definitions to the same; and

WHEREAS, after consideration of public input received at the hearing, and all relevant 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:

I

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

Section 2: An amended service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "A" 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 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 shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

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.

[Signature Page to Follow]

READ & **APPROVED** on First Reading on this the 13th day of October, 2026.

READ & **ADOPTED** on the Second Reading on this the 27th day of October, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

Exhibit A

CITY OF BASTROP AMENDED MUNICIPAL SERVICE PLAN

FOR +/-169.71 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, CONVEYED TO PALM PROPERTIES, LLC RECORDED IN DOCUMENT NO. 201903965 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BASTROP, TEXAS, LOCATED EAST OF FARM TO MARKET 20, AND SOUTH OF STATE HIGHWAY 71

Owner: PALMS PROPERTIES LLC
Parcel Acreage +/-169.71 Acres

The area identified in the survey (the "Property"), in the City of Bastrop, will be provided City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Bastrop, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection**

The City's Fire Department will provide emergency and fire protection services.

3. **Wastewater Facilities**

Wastewater services will be provided by the City to the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas.

4. **Maintenance of Roads and Streets**

The City of Bastrop, Texas is aware of the existence of public roads, streets or alleyways located within the proposed areas of annexation. Private roads will remain under the ownership of the property owner.

5. **Other Services**

The City of Bastrop, Texas finds and determines that such services as planning, code enforcement, animal control, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and density as those found within the newly annexed areas.

SERVICES PROVIDED AFTER THE EFFECTIVE DATE OF ANNEXATION

1. **Solid Waste Collection**

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 Texas Disposal Systems, which will be notified of all newly annexed parcels.

SPECIFIC FINDINGS

The City of Bastrop, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERM

This plan shall be valid for a term of ten (10) years.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

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.

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.

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.

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.

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.

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.

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.

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 understanding, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated or terminated orally.

Agreed to on this the _____ day of _____, 2026 by the following parties subject to acceptance by the City Council of the City of Bastrop.

Bastrop:

_____
Ismael Harris, Mayor

Property Owner:

_____
PALMS PROPERTIES LLC

Survey

Exhibit B

MUNICIPAL SERVICE PLAN

CITY OF BASTROP, TEXAS SERVICE PLAN FOR ANNEXATION OF A +/-221.825 ACRE TRACT IN THE MOZEA ROUSEAU SURVEY, A-56 IN BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS "BASTROP WEST

Owner: PALMS PROPERTIES LLC
Parcel Acreage +/-221.825 Acres

Upon annexation of the area identified in the Petition for Voluntary Annexation (the "Property"), the City of Bastrop will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Bastrop, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

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4. **Maintenance of Roads and Streets**

The City of Bastrop, Texas is aware of the existence of public roads, streets or alleyways located within the proposed areas of annexation. Private roads will remain under the ownership of the property owner.

5. **Other Services**

The City of Bastrop, Texas finds and determines that such services as planning, code enforcement, animal control, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and density as those found within the newly annexed areas.

SERVICES PROVIDED AFTER THE EFFECTIVE DATE OF ANNEXATION

1. **Solid Waste Collection**

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 Texas Disposal Systems, which will be notified of all newly annexed parcels.

SPECIFIC FINDINGS

The City of Bastrop, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERM

This plan shall be valid for a term of ten (10) years.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

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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.

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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.

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.

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It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.

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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.

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between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understanding, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated or terminated orally.

Agreed to on this the _____ day of _____, 2026 by the following parties subject to acceptance by the City Council of the City of Bastrop.

Bastrop:	Property Owner:
_____	_____
Ismael Harris, Mayor	PALMS PROPERTIES LLC

Bastrop West PDD Architectural & Pattern Book

General Commercial (GC) & Mixed-Use (MU)

PLACE



PLACE Designers, Inc.

211 S Brown St Suite 300
Round Rock, TX

June 5, 2026

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07
Mixed-Use & Commercial Building Typologies

08
Street Sections & Public Realm

09
Compliance Matrix

PLACE

Disclaimer

This Architectural & Pattern Book is intended to illustrate the character, scale, and design direction envisioned for Bastrop West PDD (General Commercial and Mixed-Use).

The images, architectural styles, and building examples contained herein are conceptual in nature and are provided for reference and guidance only.

Final building designs, materials, tenants, and architectural expressions will be determined at the time of site plan and building permit review and will be subject to City of Bastrop approval, market conditions, and community input.

Nothing contained in this document guarantees the construction of any specific building style, architectural detail, or tenant mix.



Project Vision & Intent

1.1 Project Overview

1.2 Parcel-Based Organization

PLACE

1.1 Project Overview

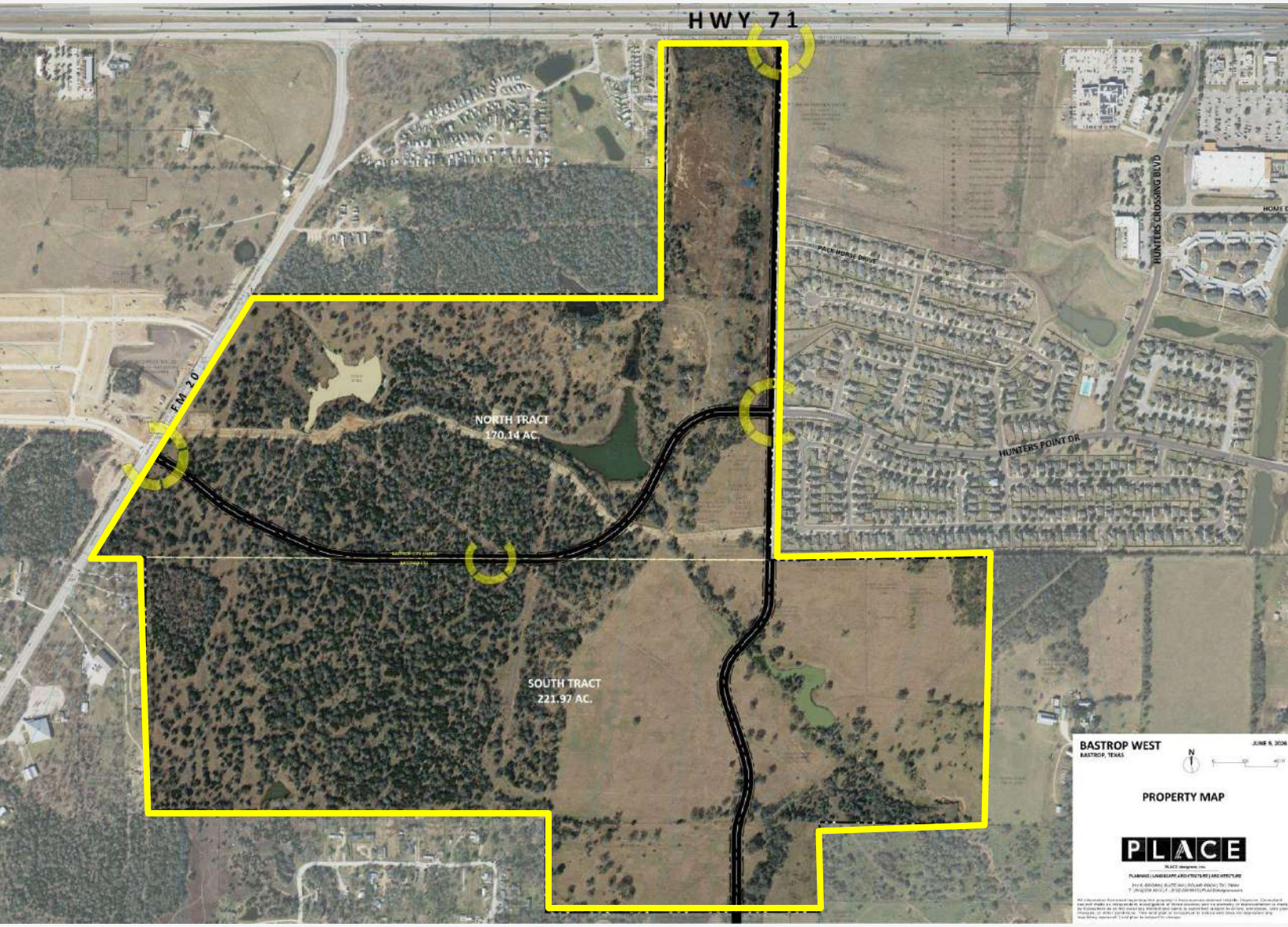
Bastrop West PDD is a 391-acre planned development district located south of State Highway 71 and east of FM 20, within the City of Bastrop and its extraterritorial jurisdiction. The project envisions a coordinated, large-scale, mixed-use community that integrates residential, commercial, civic, and open space uses to create a vibrant, walkable environment.

This Architectural Design & Pattern Book illustrates the character, scale, and design direction envisioned for Bastrop West. It presents recommended building types, streetscape patterns, and public space strategies to support a cohesive, human-scaled community.

Key Objectives:

- Foster pedestrian-oriented streets with retail, office, and residential uses integrated into walkable blocks.
- Encourage human-scale building edges that respect Bastrop's character while allowing contemporary architectural solutions.
- Support flexible building types for commercial, civic, residential/mixed-use, hospitality, medical, educational, recreation, light industrial, and open space uses.
- Ensure civic and open spaces comprise at least 10% of the overall PDD area.
- Provide design patterns that help maintain consistency, quality, and visual interest throughout the district.

PLACE


HWY 71
FM 20
NORTH TRACT
170.14 AC.
SOUTH TRACT
221.97 AC.
HUNTERS POINT DR
HUNTERS CROSSING BLVD
PACK HORSE DRIVE
BASTROP WEST
BASTROP, TEXAS
PROPERTY MAP
PLACE

1.2 Parcel-Based Organization

Bastrop West PDD is organized into **two sub-districts**, each with specific purposes:

1. **General Commercial (GC) – Parcels 1–7, ~130 acres**

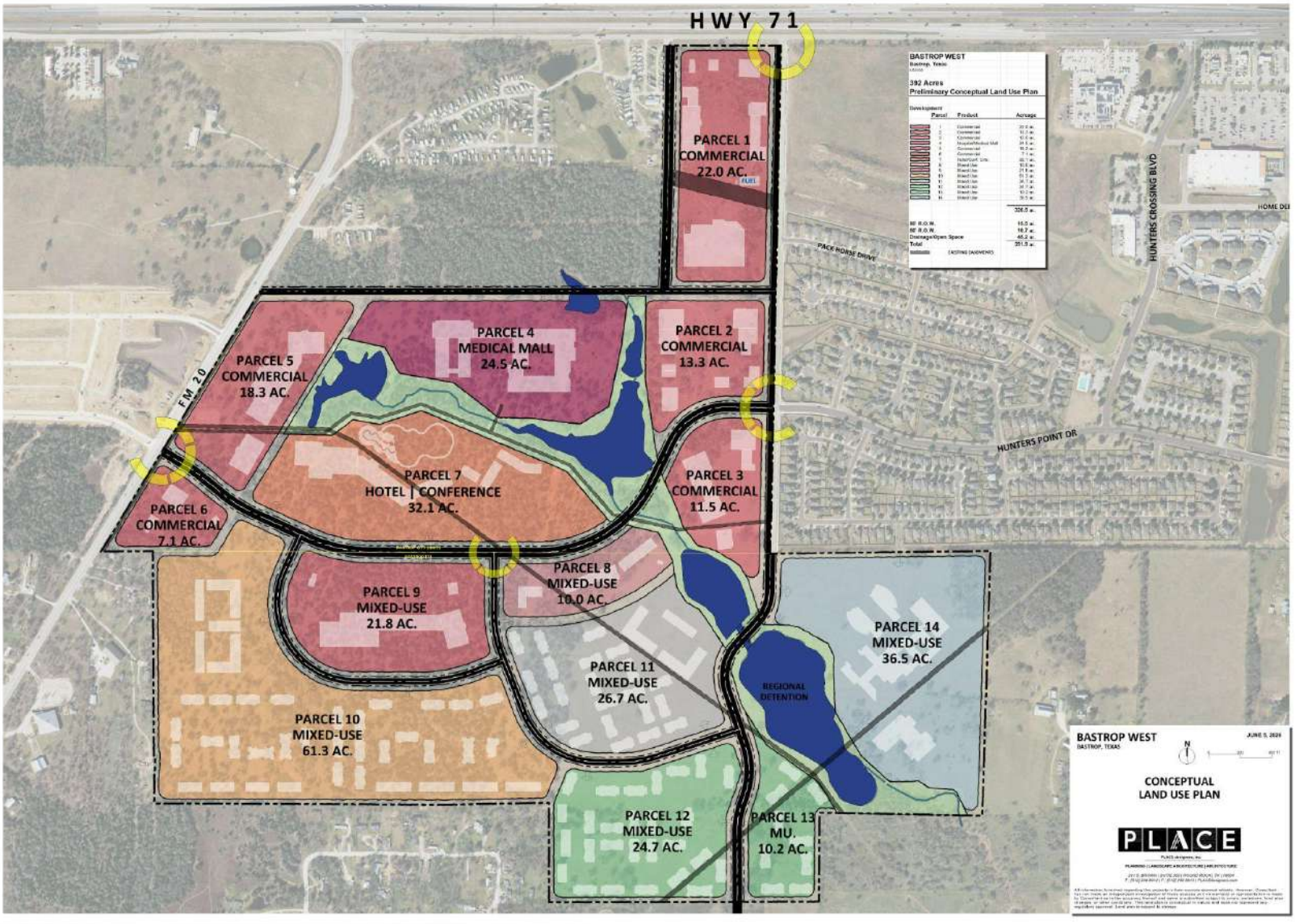
- Supports retail, office, medical, hotel/convention, and other complementary commercial uses, as well as recreational facilities, educational institutions, research and development labs, and specialized facilities such as a heliport for hospital use
- Buildings oriented to street edges, with active frontages and rear/side parking
- Typical height 1–6 stories depending on context

2. **Mixed-Use (MU) – Parcels 8–14, ~188 acres**

- Supports residential, retail, office, and civic uses, including single-family detached homes, recreational facilities, outdoor entertainment, educational institutions, and research & development labs
- Encourages compact, walkable neighborhoods
- Residential above ground-floor commercial is typical
- Typical height 1–5 stories depending on context

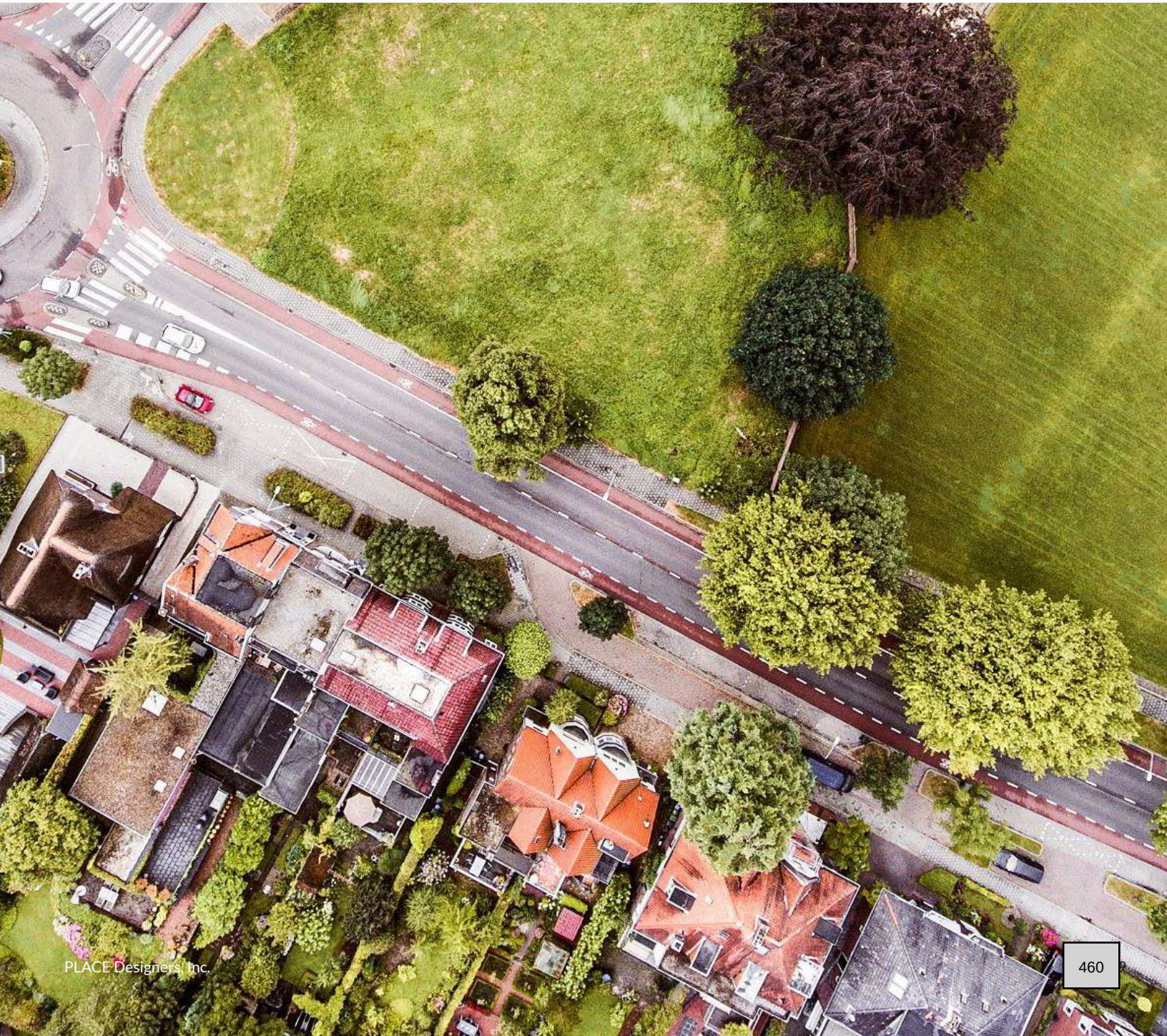
Each parcel is designated either General Commercial or Mixed-Use, allowing for coordinated development that meets both market and community needs. Sub-district boundaries and the PD Master Plan provide guidance for building placement, open space, and streetscape character.

PLACE


HWY 71
PARCEL 1
COMMERCIAL
22.0 AC.
PARCEL 2
COMMERCIAL
13.3 AC.
PARCEL 3
COMMERCIAL
11.5 AC.
PARCEL 4
MEDICAL MALL
24.5 AC.
PARCEL 5
COMMERCIAL
18.3 AC.
PARCEL 6
COMMERCIAL
7.1 AC.
PARCEL 7
HOTEL | CONFERENCE
32.1 AC.
PARCEL 8
MIXED-USE
10.0 AC.
PARCEL 9
MIXED-USE
21.8 AC.
PARCEL 10
MIXED-USE
61.3 AC.
PARCEL 11
MIXED-USE
26.7 AC.
PARCEL 12
MIXED-USE
24.7 AC.
PARCEL 13
MU.
10.2 AC.
PARCEL 14
MIXED-USE
36.5 AC.
REGIONAL
DETENTION
FM 20
PACK HORSE DRIVE
HUNTERS POINT DR
HUNTERS CROSSING BLVD
BASTROP WEST
392 Acres
Preliminary Conceptual Land Use Plan
BASTROP WEST
BASTROP, TEXAS
CONCEPTUAL
LAND USE PLAN
PLACE

Urban Design Framework

This section translates the Master Plan and Development Standards Matrix into actionable guidance for building placement, massing, and streetscape interaction. It applies to both General Commercial (GC) and Mixed-Use (MU) sub-districts, showing how buildings, open spaces, and streets work together.



PLACE

2.1 Building Placement

The goal is to define building edges and activate the street while providing flexibility for different parcel types. Each building should relate to its adjacent streets and open spaces, supporting continuous pedestrian flow.

GC Sub-District (Parcels 1–7)

- Buildings oriented toward the street frontage to define edges
- Build-to zones establish consistent setbacks: 15–20 feet typical
- Parking located behind or to the side, screened with landscaping or low walls
- Service areas and loading zones fully integrated or screened

MU Sub-District (Parcels 8–14)

- Encourages ground-floor retail with residential or office above
- Compact, walkable blocks with pedestrian-friendly setbacks (10–15 feet)
- Internal courtyards or pocket open spaces where appropriate
- Parking mostly behind buildings to preserve active street edges

PLACE

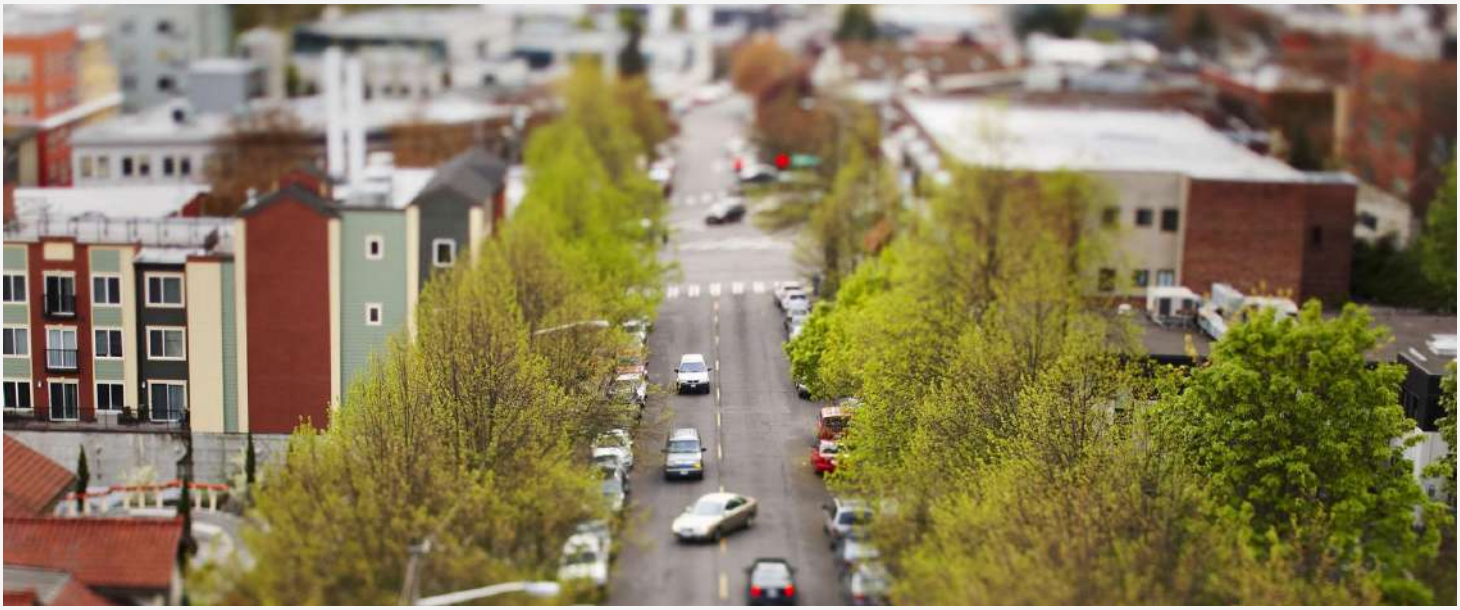
2.2 Height & Massing

General Guidelines

- 1–5 stories typical depending on parcel context
- Step-backs recommended where taller buildings face residential or open space
- Vertical articulation every 25–40 feet to break up long façades
- Taller elements (hotel, medical, mixed-use anchor) allowed where appropriate

Sub-District Notes

- **GC** – Hotel: up to 6 stories; Medical: up to 6 stories
- **MU** – Residential above retail: up to 5 stories
- Taller buildings require enhanced pedestrian engagement at street level (awnings, plazas, entries)



PLACE

2.3 Ground-Floor Activation

- Active frontages encouraged on all street-facing façades
- Minimum 60% glazing on retail façades for visibility and transparency
- Recessed entrances, awnings, and arcades for weather protection and interest
- Outdoor seating and public plazas integrated where possible
- Retail corners and mixed-use anchors should have prominent entrances and architectural emphasis



PLACE

2.4 Parking & Service Screening

- Rear-loaded or side-loaded parking preferred
- Shared parking and multimodal access encouraged, especially in MU sub-district
- Dumpster enclosures, mechanical, and service areas screened with materials matching the building
- Parking and service areas do not interrupt pedestrian flow or active frontage



2.5 Circulation & Connectivity

- Streets, sidewalks, and trails designed for safe, efficient, and accessible movement
- Internal streets align with Master Plan circulation patterns, minor adjustments allowed for trees or site constraints
- Pedestrian and bicycle connections prioritized to link all parcels and open spaces
- Off-site connections to adjacent developments or public amenities incorporated as feasible



Architectural Design Styles



STYLE 1 — **Texas Contemporary**

STYLE 2 — **Hill Country Vernacular**

STYLE 3 — **Bastrop-Inspired Commercial**

STYLE 4 — **Modern Commercial**

PLACE

Style 1 — Texas Contemporary

A sleek, modern aesthetic with clean lines and minimal detailing. Ground floors feature large glazing to engage pedestrians, while upper floors emphasize vertical rhythm and light, natural materials. Stone and stucco combine with limited metal accents, and flat or low-slope roofs with parapets create a strong, contemporary silhouette. This style works well for mixed-use corners, offices above retail, or restaurants seeking a modern, approachable identity.









PLACE

Style 1 — Texas Contemporary









PLACE

Style 2 — Hill Country Vernacular (Urban Adaptation)

Rooted in Bastrop's regional character, this style uses limestone bases, metal roofs, and deep overhangs. Arcades and covered walkways provide pedestrian comfort, while upper floors are residential or office above retail. Materials are warm and natural, with exposed structural elements scaled for urban parcels. Rooflines vary with gable or hip forms, reflecting Hill Country identity without compromising density. Ideal for civic buildings, boutique retail, or mixed-use corners emphasizing local heritage.









PLACE

Style 2 — Hill Country Vernacular (Urban Adaptation)









PLACE

Style 3 — Bastrop-Inspired Commercial

Brick façades, cornice detailing, and vertical window rhythm reference Bastrop's historic downtown without direct replication. Ground floors are transparent and active, while upper levels step back slightly or articulate bays for visual interest. Parapets, subtle trim, and neutral brick tones provide context-sensitive character. This style suits retail strips, corner anchors, or standalone GC parcels that benefit from a downtown-inspired streetscape.









PLACE

Style 3 — Bastrop-Inspired Commercial









PLACE

Style 4 — Modern Commercial

Clean, rectilinear or organic forms with strong transparency at street level. Materials mix brick, stone, stucco, and fiber cement for texture and durability. Flat roofs with parapet articulation support rooftop terraces on residential or office upper floors. Windows are large and proportioned for rhythm across façades. This style is optimal for dense mixed-use blocks, urban retail, and corner anchors seeking a contemporary, urban identity that integrates with Bastrop West's modern framework.









PLACE

Style 4 — Modern Commercial











Building Components Standard

This section defines key building elements for Bastrop West PDD and aligns them with the Master Plan and Development Standards Matrix. The guidance applies to both General Commercial (GC) and Mixed-Use (MU) parcels, emphasizing flexibility, clarity, and a walkable, pedestrian-oriented environment.



4.1
Façade & Storefront



4.3
Materials & Finish



4.2
Roof & Parapets



4.4
Illustration & Pattern Guidance

PLACE

4.1 Façade & Storefront

Buildings are organized into base, middle, and top layers to create a clear sense of scale and rhythm along the street. The base engages pedestrians through transparent glazing, inviting entries, and durable materials. Ground-floor commercial spaces are active, with recessed or covered entrances, optional awnings, and areas for outdoor seating where appropriate. The middle defines the bulk of the building with repeating bays, modules, or subtle articulation, while the top provides a finished roofline or parapet, ensuring the structure feels complete and human-scaled. This combination of layering and activation creates visual interest, pedestrian comfort, and functional streetscapes.







PLACE

4.2 Roof & Parapets

Roof forms vary depending on architectural style. Modern and contemporary buildings typically feature flat or low-slope roofs with articulated parapets, while Bastrop-inspired or Hill Country styles may include gable or hip roofs. Rooftop equipment is concealed from street view, and terraces or amenity spaces are encouraged on upper floors for residential or office uses. Rooflines are designed to complement the building's massing and character, creating a distinct silhouette while maintaining visual continuity along streets.







PLACE

4.3 Materials & Finish

Material selection balances durability, texture, and regional identity. Preferred materials include brick, stone veneer, stucco, and fiber cement panels, with limited use of metal accents to add visual interest. Materials at ground-floor façades should feel substantial and permanent, while upper floors may incorporate lighter textures to create contrast. Vinyl siding, EIFS at base, or highly reflective glass are discouraged. Colors should be warm, neutral, and complementary, with accent tones used sparingly to highlight entries or architectural features rather than dominate façades.







4.4 Illustrative & Pattern Guidance

Each component is illustrated through diagrams, images, or material icons, showing examples of roof forms, window patterns, façade layering, and street-level activation. Captions provide concise guidance without prescribing exact solutions, allowing developers and designers to adapt the framework across parcels and styles. This visual approach ensures the standards are easy to understand, implement, and review by planners, Council, and design teams alike.









Mixed-Use & Commercial Building Typologies

This section presents typical building configurations for General Commercial (GC) and Mixed-Use (MU) parcels within Bastrop West. The goal is to illustrate how buildings relate to streets, parcels, and each other, creating a cohesive, walkable environment while maintaining flexibility for site-specific conditions.



5.1
Vertical Mixed-Use Buildings



5.3
Standalone Commercial Buildings



5.2
Corner & Anchor Buildings



5.4
Parcel-Based Flexibility & Integration

PLACE

5.1 Vertical Mixed-Use Buildings

Vertical mixed-use buildings place active retail or commercial spaces at ground level, with residential units above. Ground-floor spaces engage pedestrians through transparent storefronts, inviting entries, and opportunities for outdoor seating. Upper floors are organized to provide privacy, natural light, and functional layouts for residential use. Balconies or terraces may be incorporated where appropriate to enhance livability and visual interest. The overall massing articulates vertically to maintain human scale along streets, while taller elements at corners or key intersections provide wayfinding cues and architectural emphasis.









PLACE

5.2 Landmark Buildings

Landmark buildings are strategically located on prominent corners or key parcels to reinforce intersections and provide visual orientation within the development. These buildings may incorporate enhanced architectural expression, additional height within permitted limits, and transparency along multiple frontages to strengthen their relationship to adjoining streets. Clearly defined entrances, articulated rooflines, and coordinated materials ensure these structures serve as focal points while maintaining compatibility with surrounding General Commercial and Mixed-Use parcels.









PLACE

5.3 Standalone Commercial Buildings

Standalone commercial pads are oriented to address the street, with parking placed behind or to the side. These buildings are designed to be visually complete from all sides, incorporating consistent materials, façade layering, and clear rooflines. Entrances, glazing, and optional awnings create pedestrian interest even where the building is detached. Landscaping, sidewalks, and pedestrian connections help integrate these pads into the broader site context, maintaining a connected, walkable character across the development.









PLACE

5.4 Parcel-Based Flexibility & Integration

Each building type adapts to the parcel's size, zoning designation, and intended use. GC parcels focus on commercial and service-oriented uses, including offices, retail, medical facilities, or hospitality, while MU parcels emphasize a mix of residential and supporting commercial uses, including apartments, townhomes, live/work units, and neighborhood-serving retail. The typologies are intentionally flexible, allowing variation in height, massing, and façade treatment while maintaining consistency with the Master Plan.









Street Sections & Public Realm



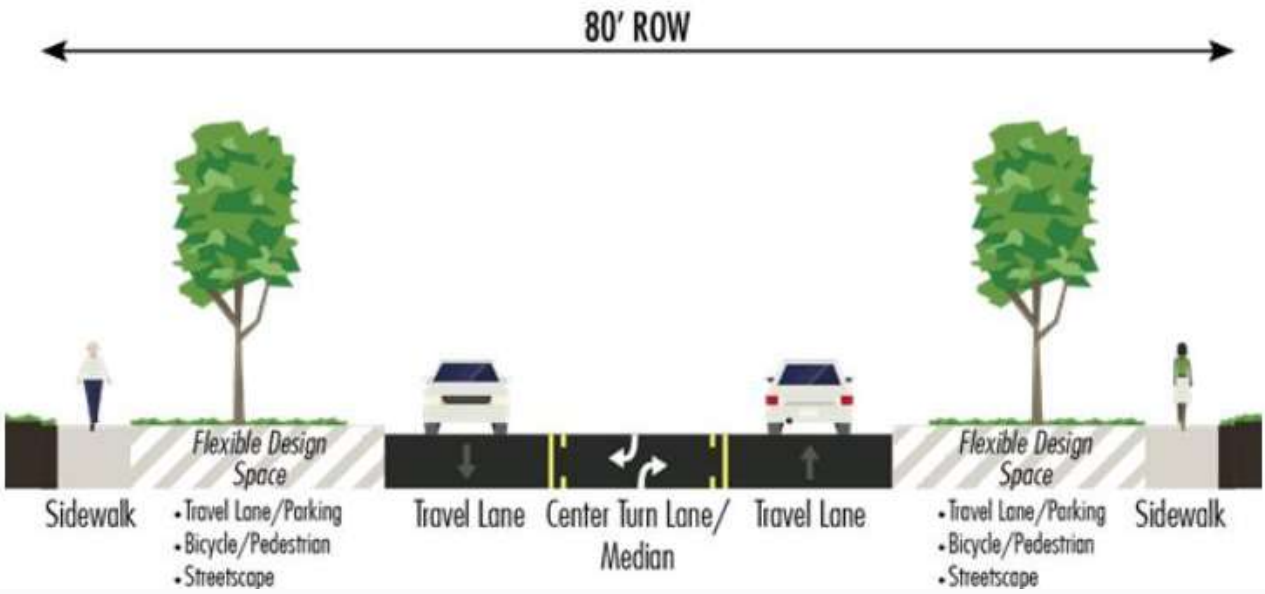
The following street sections are adopted from the Bastrop West regulating framework and illustrate the intended public realm character for General Commercial and Mixed-Use parcels. These sections define sidewalk widths, landscape zones, travel lanes, and on-street parking where applicable.

Consistent with the Bastrop 2036 Comprehensive Plan, the street network is designed to promote walkability, connectivity, and context-sensitive development. Streets are envisioned not only as vehicular corridors but as public spaces that support pedestrian activity, economic vitality, and neighborhood identity. Sidewalks are scaled to accommodate comfortable pedestrian movement, outdoor seating where appropriate, and street trees that provide shade and visual continuity.

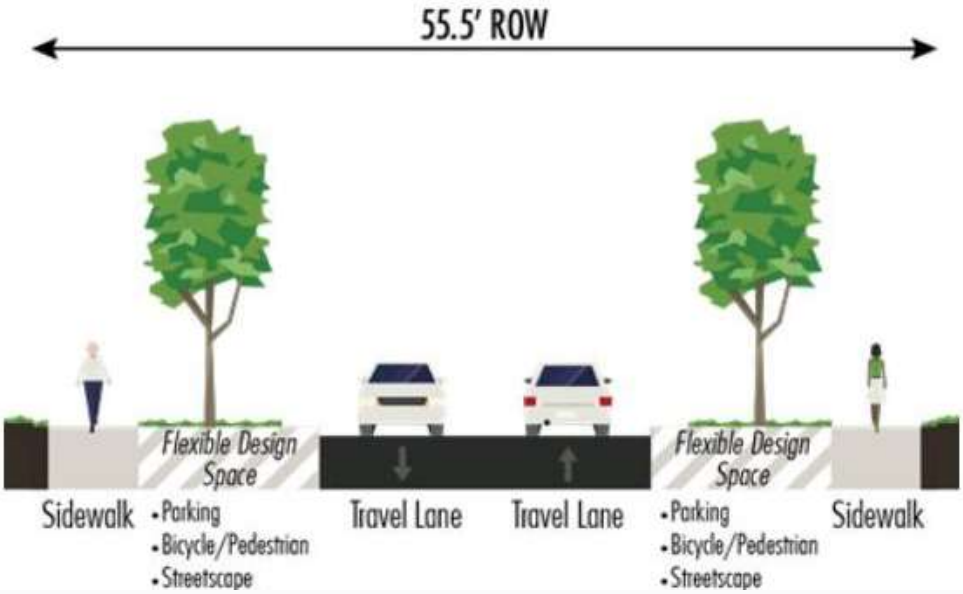
Landscape zones serve as both aesthetic and functional buffers, enhancing safety and comfort while reinforcing Bastrop's natural character. On-street parking, where incorporated, contributes to traffic calming and supports adjacent retail and mixed-use activity. Travel lanes are designed to balance efficient mobility with pedestrian safety, reflecting the City's emphasis on human-scaled development and multimodal access.

Together, these elements establish a cohesive public realm framework that supports vibrant commercial corridors and walkable mixed-use environments while remaining adaptable to site-specific conditions.

Primary Multimodal Street (80' ROW)



Local Connector Street (55.5' ROW)





Compliance Matrix

9.1 Land Use Organization

9.2 Building Placement

9.3 Building Height

9.4 Ground Floor Activation

9.5 Architectural Character

9.6 Materials & Roof Forms

9.7 Parking & Site Design

9.8 Landscaping & Open Space

PLACE

The following summary describes how the Bastrop West Pattern Book aligns with the approved Development Standards and Master Plan framework for General Commercial (GC) and Mixed-Use (MU) parcels.

9.1 Land Use Organization

Standard: Parcels are designated as either General Commercial or Mixed-Use.

Alignment: The Pattern Book defines building typologies specific to commercial-only parcels and vertical mixed-use parcels, ensuring land uses are clearly organized and consistent with the regulating framework.

9.2 Building Placement

Standard: Buildings are oriented toward streets with defined setbacks and pedestrian frontage.

Alignment: The Urban Design Framework establishes build-to zones and emphasizes street-oriented façades, reinforcing walkability and consistent block definition.

9.3 Building Height

Standard: Maximum heights are regulated by parcel designation.

Alignment: Architectural styles and typologies reflect permitted height ranges and incorporate articulation, step-backs, and human-scaled elements where appropriate.

9.4 Ground Floor Activation

Standard: Street-facing façades should promote pedestrian engagement and transparency.

Alignment: Façade and storefront guidance prioritizes glazing, recessed entries, shading elements, and active frontage conditions.

PLACE

9.5 Architectural Character

Standard: Development should use quality materials and maintain cohesive design character.

Alignment: Four defined architectural styles provide a cohesive yet flexible framework that supports regional identity and long-term durability.

9.6 Materials & Roof Forms

Standard: Exterior materials must be durable, and rooftop equipment must be screened.

Alignment: Building component standards emphasize brick, stone, stucco, and fiber cement materials, with articulated rooflines and screened mechanical equipment.

9.7 Parking & Site Design

Standard: Parking should not dominate street frontage and must be appropriately screened.

Alignment: Building typologies prioritize side- and rear-loaded parking configurations, with integrated landscape screening and pedestrian connections.

9.8 Landscaping & Open Space

Standard: Streetscapes and parking areas require landscape treatment and buffering.

Alignment: Landscape guidance reinforces street trees, pedestrian zones, parking lot screening, and integrated open space throughout the development.

This Pattern Book provides conceptual architectural and site design guidance consistent with the Bastrop West Development Standards. Final site plans and building designs will be reviewed in accordance with applicable City regulations at the time of submission.

PLACE













PLACE


SUPER TARGET
CINEMARK
ENDEAVOR
PETSMART
DOLLAR TREE
BOOKS
Office DEPOT
Academy
DOLLAR TREE
RANCH


H-E-B
Fresh Foods






Baseball & Softball Academy



PLACE

Contact Us



PLACE Designers

211 South Brown Street, Ste. 300
Round Rock, TX 78664

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Monday–Friday 9am–5pm

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512.238.8912

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STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Conduct a public hearing, consider, and act on Ordinance No. 2026-50 regarding amendments to the Bastrop Development Code, Section 14.02.009, Table of Permitted Uses, to amend the permitted use classifications for Data Centers; and add Section 14.04.007, Use-Specific Standards, establishing development and operational standards for Data Centers, and move to include on the November 17, 2026 City Council meeting for a second reading.

AGENDA ITEM SUBMITTED BY:
Brittany Dullard, Planning Manager

BACKGROUND AND PURPOSE:
The Bastrop Development Code currently combines "Data Center/Research & Development Lab" as a single use classification. The proposed amendments separate Data Centers from Research & Development Labs so that each use may be regulated according to its individual characteristics and potential impacts.

Under the proposed amendment, Data Centers would change from a Conditional Use to Not Permitted in the General Commercial (GC) zoning district and from a Permitted Use to a Conditional Use in the Industrial (IND) zoning district. Research & Development Labs would remain a separate use classification. The amendment also distinguishes principal Data Centers from Data Storage Buildings that are accessory to another primary commercial, institutional, or industrial use.

A new Section 14.04.007, Use-Specific Standards, is proposed to establish additional standards applicable to new Data Centers and expansions of existing Data Centers. The standards are intended to address characteristics associated with these facilities, including utility demand, water use, mechanical equipment, noise, infrastructure, security, building scale, and compatibility with surrounding development.

The proposed standards include additional application and technical study requirements; residential separation and buffering; noise and low-frequency sound standards; generator testing requirements; water use and cooling standards; stormwater and impervious cover requirements; building massing and equipment screening; parking and loading; security fencing; and decommissioning requirements. The Conditional Use Permit process would also allow site-specific conditions when necessary to address documented impacts associated with a proposed Data Center.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission is scheduled to make a recommendation to the City Council at their regularly scheduled meeting on October 29, 2026.

RECOMMENDATION:
Conduct a public hearing, consider, and act on Ordinance No. 2026-50 amendments to the Bastrop Development Code, Section 14.02.009, Table of Permitted Uses, to amend the permitted

use classifications for Data Centers; and add Section 14.04.007, Use-Specific Standards, establishing development and operational standards for Data Centers, and move to include on the November 17, 2026 City Council meeting for a second reading.

ATTACHMENTS:

1. Ordinance No. 2026-50
2. Exhibit A – Data Center Ordinance Amendments

ORDINANCE NO. 2026-50

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AMENDING CHAPTER 14, BASTROP DEVELOPMENT CODE, SECTION 14.02.009, TABLE OF PERMITTED USES, TO MODIFY THE PERMITTED USE CLASSIFICATIONS FOR DATA CENTERS; ADDING SECTION 14.04.007, USE-SPECIFIC STANDARDS, ESTABLISHING DEVELOPMENT AND OPERATIONAL REQUIREMENTS FOR DATA CENTERS; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas 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, Chapter 211 of the Texas Local Government Code authorizes the City to establish and amend zoning regulations and district boundaries for the purpose of promoting the public health, safety, morals, and general welfare of the community; and

WHEREAS, the City Council recognizes the need to establish appropriate land use and development standards for Data Centers to address their unique characteristics, including utility demand, water consumption, noise, infrastructure, security, and compatibility with surrounding properties; and

WHEREAS, the proposed amendments separate Data Centers from Research & Development Labs, modify the permitted use classifications for Data Centers from Conditional Use to Not Permitted in the General Commercial (GC) district and from Permitted Use to Conditional Use in the Industrial (IND) district, and establish use-specific development and operational standards addressing setbacks, buffering, noise, water conservation, mechanical equipment, building design, and other applicable requirements; and

WHEREAS, the City Council finds that these amendments promote responsible development while protecting public infrastructure, surrounding properties, natural resources, and the health, safety, and general welfare of the community; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting

of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of Bastrop authorizes the execution of all necessary documents to implement the amendments to the Bastrop Development Code, Sections 14.02.009 and 14.04.007 (attached and incorporated herein as Exhibit A).

Section 3. The City Council grants approval of the amendments to the Table of Permitted Uses and the adoption of Use-Specific Standards for Data Centers, as provided in Exhibit A.

Section 4. The City Council directs the Development Services Department to incorporate the approved amendments into Chapter 14 of the Bastrop Code of Ordinances and administer the regulations in accordance with the Bastrop Development Code.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DRAFT

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 3rd day of November 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 17th day of November 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

DRAFT

EXHIBIT A: Data Center Chapter 14 Amendments

Accessory & Incidental Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Accessory Structure—Residential (Accessory to a Residential Use)	NP	P	P	P	NP	NP	NP
Accessory Structure—Nonresidential (Accessory to a Commercial Use)	P	P	NP	P	P	P	P
Accessory Dwelling Units	NP	P*	P*	P*	NP	NP	NP
Swimming Pool (Private)	P	P	P	P	C	P	C
Tennis Court / Recreation	P	P	C	C	C	P	NP
Off-Street Parking (Incidental)	P	P	P	P	P	P	P
EV Charging Stations	P	P	P	P	P	P	P
Data Storage Buildings (As an Accessory to a Primary Commercial Use)	NP	C	NP	NP	P	P	P

*Subject to Section 14.04.006.

Commercial / Industrial Use

Use	P/OS	RR	SF	MU	GC	PI	IND
Light Manufacturing	NP	C	NP	NP	C	NP	P
Heavy Manufacturing / Industrial	NP	NP	NP	NP	NP	NP	P
Warehousing / Distribution	NP	NP	NP	NP	C	NP	P
Breweries / Distilleries	NP	NP	NP	C	P	NP	P
Wineries	NP	NP	NP	C	P	NP	P
Outdoor Storage / Equipment	NP	C	NP	NP	C	NP	P
Commercial Kennel	NP	C	NP	C	C	NP	P
Self-Service Storage	NP	NP	NP	C	P	NP	P
Contractor Shop (with outdoor yard)	NP	C	NP	NP	C	NP	P
Contractor Shop (without outdoor yard)	NP	C	NP	C	P	NP	P
Artisan Manufacturing/Makerspace (small-scale production)	NP	C	NP	P	P	NP	P
Data Center~~/Research & Development Lab~~	NP	NP	NP	NP	NP~~C~~	NP	C~~P~~
Research & Development Lab	NP	NP	NP	NP	C	NP	P
Recycling Facility (collection)	NP	C	NP	C	P	NP	P
Materials Recovery Facility (processing)	NP	NP	NP	NP	NP	NP	C

EXHIBIT A: Data Center Chapter 14 Amendments

Sec. 14.04.007 Use-Specific Standards.

A. Data Centers

1) Purpose and Intent

The purpose of this Section is to establish supplemental development and performance standards for Data Centers, in addition to all applicable provisions within the City of Bastrop Code of Ordinances to address the unique land use, utility, noise, mechanical equipment, infrastructure, water demand, security, and building-scale characteristics associated with such facilities.

These standards are intended to allow Data Centers in appropriate locations while protecting surrounding properties, public infrastructure, natural resources, and the health, safety, and general welfare of the community.

2) Definitions

For purposes of this Section, the following terms shall have the meanings stated below:

Data Center. A facility whose principal use is the centralized storage, management, processing, hosting, or transmission of digital data and information through computer systems, servers, network equipment, and associated digital infrastructure. A Data Center may include specialized cooling equipment, electrical equipment, generators, Battery Energy Storage Systems, utility infrastructure, security facilities, and other equipment necessary for continuous operation. A Data Center does not include a Data Storage Building that is accessory to and directly supports a principal commercial use on the same site.

Data Storage Buildings (As an Accessory to a Primary Commercial Use). A building or facility located on the same lot or integrated development site as a principal commercial, institutional, or industrial use and used exclusively to support the internal data storage, processing, networking, telecommunications, or information technology needs of that principal use. The facility must remain subordinate and incidental to the principal use and shall not function as an independent commercial data hosting, cloud computing, colocation, or third-party data processing facility. A data storage building is defined as a maximum of 2,000 square foot aggregate or 10% of principal building GFA, whichever is less.

Closed-Loop Cooling. A thermal management system in which water or another liquid coolant is recirculated through a sealed or substantially closed system and is not routinely discharged or consumed through once-through cooling.

A-Weighted Decibel (dBA). A unit used to measure sound level that adjusts measured sound frequencies to approximate the sensitivity of the human ear.

EXHIBIT A: Data Center Chapter 14 Amendments

Generator Yard. An outdoor area containing emergency or standby electrical generating equipment and associated fuel tanks, controls, regulators, enclosures, and related equipment serving a Data Center.

Ground-Mounted Equipment. Exterior mechanical, electrical, cooling, or utility equipment associated with a Data Center, including generators, fuel tanks, cooling equipment, chillers, heat exchangers, transformers, pumps, and similar equipment located at or near ground level.

3) Applicability

a) The standards of this Section apply to all new Data Centers and to any expansion of an existing Data Center.

b) A Data Center shall be permitted only as authorized in the Table of Permitted Uses in Sec. 14.02.008.

c) A Data Center shall require approval of a Conditional Use Permit in accordance with Sec. 14.13.005.

d) The standards of this Section are minimum requirements and apply in addition to all other applicable requirements of this Development Code. Where a conflict exists, the more restrictive standard shall apply.

e) Data Storage Buildings (As an Accessory to a Primary Commercial Use) that meet the definition in this Section are not considered Data Centers and are not subject to the Conditional Use Permit requirements applicable to a principal Data Center.

f) Research & Development Labs are a separate land use and are not subject to this Section unless the principal use of the property meets the definition of a Data Center.

4) Additional Application Requirements

In addition to the standard Conditional Use Permit and Site Development Plan submittal requirements, an application for a Data Center shall include the following:

All technical reports, studies, and analyses required by this Section shall be prepared by a licensed, certified, or otherwise qualified professional with demonstrated experience in the applicable discipline, as determined by the City.

a) Utility Infrastructure Impact Analysis. A report identifying:

1. anticipated maximum electrical demand in megawatts;
2. anticipated average and peak water demand;
3. anticipated wastewater discharge;
4. required electrical substations, transmission facilities, transformers, or other utility improvements;
5. required water and wastewater improvements; and

6. any proposed phasing of utility demand.

b) Utility Service Confirmation. Written confirmation from the applicable electric, water, and wastewater utility providers identifying whether service can be provided to the proposed development and identifying any required infrastructure improvements.

c) Water Use and Cooling Plan. A report describing:

1. the proposed cooling system;
2. estimated average daily water demand;
3. estimated peak daily water demand;
4. estimated annual water consumption;
5. water source;
6. wastewater, blowdown, or other discharge generated by cooling operations; and
7. proposed water conservation and reuse measures.

d) Acoustical Analysis and Noise Mitigation Plan prepared in accordance with Subsection 7.

e) Equipment Plan identifying the location and type of:

1. emergency and standby generators;
2. cooling equipment;
3. chillers;
4. heat exchangers;
5. fuel tanks;
6. electrical substations and transformers;
7. Battery Energy Storage Systems, where proposed; and
8. other exterior mechanical or electrical equipment.

f) Phasing Plan, where development is proposed in multiple phases, showing the anticipated ultimate buildout of the site.

g) Construction Management Plan including, but not limited to, routes, dust control measures, restricted work hours, emergency access protocols, and plan to reduce construction-related traffic impacts by ensuring the use of alternative freight modes, including rail, particularly for bulk materials and large components.

h) Decommissioning Plan in accordance with Subsection 16.

5) Building and Equipment Setbacks

a) Residential Separation. A principal Data Center building shall be located a minimum of two hundred fifty (250) feet from:

EXHIBIT A: Data Center Chapter 14 Amendments

1. the property line of a residential zoning district; o
2. the property line of an existing residential use located outside a residential zoning district.

b) Generators. Emergency or standby generators and Generator Yards shall be located a minimum of three hundred (300) feet from the property line of a residential zoning district or existing residential use.

c) Cooling Equipment and Electrical Substations. Cooling structures, chillers, heat exchangers, electrical substations, and similar major cooling or electrical infrastructure shall be located a minimum of two hundred fifty (250) feet from the property line of a residential zoning district or existing residential use.

d) Other Ground-Mounted Equipment. Cooling equipment, chillers, heat exchangers, fuel tanks, transformers, and similar Ground-Mounted Equipment shall be located a minimum of two hundred (200) feet from a residential zoning district or existing residential use.

e) Other Property Lines. A principal Data Center building shall be set back a minimum of seventy-five (75) feet from all other property lines unless a greater setback is required by another provision of this Code.

f) Required setbacks may contain landscaping, stormwater facilities, sidewalks, trails, driveways, fencing, utility easements, and similar site improvements, provided such improvements comply with all other applicable City requirements.

6) Residential Buffering

a) Where a Data Center site abuts a residential zoning district or existing residential use, a minimum fifty-foot (50') landscape buffer shall be provided.

b) The buffer shall provide a continuous opaque visual screen and shall include:

1. an opaque wall, fence, landscaping, berm, or combination thereof sufficient to provide continuous screening;
2. native or regionally adapted evergreen trees capable of reaching a minimum mature height of eight (8) feet;
3. dense understory shrubs arranged to provide continuous screening at maturity;
4. native or regionally adapted plant material; and
5. preservation of existing native vegetation where feasible.

c) The required buffer under this Section supersedes the minimum Industrial-to-Residential buffer otherwise required by Article 14.05.

d) No Generator Yard, cooling equipment, loading area, outdoor storage area, fuel tank, or similar service equipment may be located within the required residential buffer.

EXHIBIT A: Data Center Chapter 14 Amendments

7) Noise and Acoustical Standards

   a) Noise generated by the normal operation of a Data Center, including cooling systems, fans, chillers, pumps, transformers, and other mechanical equipment, shall not exceed:

      1. fifty-five (55) dBA at a property line adjoining a residential zoning district or existing residential use; and
      2. sixty-five (65) dBA at any other property line.

   b) Compliance shall be based upon the cumulative noise generated by all Data Center equipment operating simultaneously under anticipated maximum operating conditions.

   c) Prior to final Site Development Plan approval, the applicant shall submit a sound modeling study demonstrating compliance with this Section.

   d) The sound study shall:

      1. account for site topography;
      2. identify existing ambient sound conditions;
      3. model the proposed building configuration and equipment layout;
      4. include all proposed generators, cooling equipment, transformers, chillers, and other significant sound sources;
      5. evaluate each proposed phase and ultimate buildout;
      6. model maximum anticipated operating conditions; and
      7. identify any sound walls, equipment enclosures, setbacks, building orientation, or other mitigation necessary to comply with this Section.

   e) The study shall be prepared by:

      1. a professional engineer experienced in acoustical engineering; or
      2. another qualified acoustical professional acceptable to the Director.

   f) Required mitigation measures identified by the approved acoustical analysis shall be incorporated into the Site Development Plan and construction documents.

   g) Within sixty (60) days following issuance of a Certificate of Occupancy for each phase, the operator shall submit a post-construction sound study verifying compliance with this Section.

   h) The Director may require additional sound testing when there is reasonable evidence that the facility exceeds applicable noise standards set forth in Section 7(a) or Section 8(c) for low-frequency noise.

8) Low-Frequency Noise

   a) Low-frequency noise generated by Data Center equipment shall be evaluated separately from the general dBA limits established in Subsection 7.

b) Low-frequency sound shall be evaluated in accordance with ANSI S12.9, Part 4, Annex D, as adopted on the effective date of this Section, or another acoustical standard subsequently adopted by the City by ordinance.

c) Sound pressure levels shall not exceed fifty-five (55) dB at the following octave-band center frequencies:

1. 16 Hz;
2. 31.5 Hz; and
3. 63 Hz.

d) Measurements shall be taken at the property line nearest the noise source or at the exterior wall of the nearest occupied residential structure, whichever produces the higher reading.

e) Compliance with the low-frequency noise limits is required independently of compliance with the A-weighted noise limits in Subsection 7.

9) Emergency and Standby Generators

a) Routine generator exercise and testing shall be limited to Monday through Friday between 9:00 a.m. and 4:00 p.m.

b) This limitation does not apply during:

1. an actual interruption of electrical service;
2. an emergency;
3. commissioning or testing required by a regulatory agency or utility provider; or
4. emergency maintenance that cannot reasonably be delayed; or
5. operation, testing, or dispatch required by an order or directive of a federal or state agency, ERCOT, the applicable electric utility, or another governmental or regulatory authority having jurisdiction.

c) Generators shall be equipped with sound-attenuating enclosures and critical-grade silencers, or equivalent noise-control technology, sufficient to comply with the property-line noise limits of this Section.

d) Generator equipment shall comply with all applicable state and federal air-quality, emissions, fuel-storage, and environmental requirements.

e) Fuel storage shall comply with applicable Building, Fire, Environmental, and TCEQ requirements.

10) Water Use and Cooling Systems

a) Potable water supplied by the City or any other public water system shall not be used for once-through cooling associated with a Data Center.

EXHIBIT A: Data Center Chapter 14 Amendments

b) Each Data Center shall utilize cooling practices and equipment designed to minimize potable water consumption and shall comply with applicable City water conservation, drought contingency, utility capacity, and utility service requirements.

c) Facilities will use best-of-practice, closed-loop systems, and water-capture and reuse systems such as rainwater harvesting, stormwater detention, and non-potable reuse.

d) Use of City potable water for evaporative cooling shall be subject to the City's adopted water conservation, drought contingency, utility capacity, and utility service requirements and any conditions established through the applicable utility service agreement.

e) Reclaimed water, captured rainwater, recirculated water, or other non-potable water sources may be utilized for cooling when approved by the applicable utility provider and all applicable regulatory requirements are satisfied.

f) Cooling system discharge, blowdown, or other process wastewater shall comply with all applicable wastewater discharge requirements.

g) The City Council may impose additional water conservation, reuse, storage, or operational requirements as conditions of the Conditional Use Permit where necessary to address documented utility capacity limitations or impacts.

11) Impervious Cover and Stormwater

a) Maximum impervious coverage shall not exceed the maximum permitted within the Industrial (IND) zoning district.

b) Data Center development shall comply with the City's Stormwater Drainage Design Manual and all applicable drainage and water-quality requirements.

c) Data Center development shall incorporate Low Impact Development practices, which may include bioretention areas, vegetated swales, stormwater reuse, permeable pavement, rainwater harvesting, or similar measures, consistent with the approved drainage plan and applicable City engineering standards.

d) Compliance with this Section does not replace or supersede any applicable state or federal stormwater permit, authorization, or regulatory requirement.

12) Building Design and Massing

a) A building façade facing an existing or planned public street shall incorporate a change in wall plane at intervals not exceeding seventy-five (75) horizontal feet.

b) Required articulation may be achieved through a building projection, recess, step-back, or other change in the building plane having a minimum depth of two and one-half (2.5) feet.

c) A change in building or parapet height may also be used to satisfy the required articulation where the vertical change is at least five (5) feet.

EXHIBIT A: Data Center Chapter 14 Amendments

d) Nothing in this Section shall require or prohibit a specific building product, construction material, exterior color, texture, pattern, or other aesthetic method regulated or protected under applicable state law.

13) Mechanical and Utility Equipment Screening

a) Ground-Mounted Equipment shall be screened from ordinary ground-level view from public streets and adjoining residential property.

b) Screening may consist of an opaque wall, fence, enclosure, landscaping, berm, or combination thereof sufficient to screen the equipment from ordinary ground-level view.

c) Screening shall extend at least one (1) foot above the equipment being screened.

d) Openings necessary for ventilation, access, drainage, or equipment operation are permitted provided the overall screening substantially obscures the equipment from ordinary ground-level view.

e) Rooftop mechanical equipment shall be screened where necessary to address documented noise, glare, or other operational impacts. Required rooftop screening may include parapets, equipment enclosures, acoustic barriers, or similar measures, provided such requirements do not mandate a specific building product, material, color, texture, or aesthetic method prohibited by state law.

14) Parking and Loading

a) Data Center parking shall be provided at a minimum ratio of:

1. one (1) parking space for each employee present during the maximum anticipated work shift; and
2. five (5) additional spaces for visitors, service personnel, and deliveries.

b) Office, meeting, training, or similar occupied areas that are not included in the maximum-shift employee calculation shall provide one (1) parking space per five hundred (500) square feet.

c) Loading spaces shall comply with Sec. 14.04.004.

d) The Director may require a parking demand analysis where the proposed staffing model, phasing, or facility configuration materially differs from the assumptions of this Section.

15) Security and Fencing

a) Security fencing may be provided around the Data Center site and critical equipment areas.

b) Perimeter security fencing shall be between six (6) and eight (8) feet in height unless a greater height is specifically approved through the Conditional Use Permit based upon documented security requirements.

c) Fencing visible from a public street shall comply with applicable screening, landscaping, sight-distance, and safety requirements of this Code.

d) The City shall not require or prohibit a particular fence material, product, or color except where expressly authorized by applicable state law or where necessary to satisfy an independently applicable health, safety, structural, or screening requirement.

e) Razor wire and concertina wire are prohibited within required front yards and within areas immediately adjacent to residential property or public rights-of-way.

16) Decommissioning

a) A legally binding Decommissioning Plan shall be submitted as part of the Conditional Use Permit application.

b) A Data Center shall be considered inactive when the principal Data Center operation has ceased for twelve (12) consecutive months, excluding temporary cessation caused by construction, repair, emergency, force majeure, or an approved facility modernization.

c) Following permanent cessation of the Data Center use, obsolete generators, cooling equipment, fuel tanks, electrical equipment, and other specialized exterior infrastructure that does not serve an approved subsequent use shall be removed.

d) Required site restoration shall be completed within one hundred eighty (180) days after the facility is determined to be permanently discontinued unless an alternative schedule is approved by the Director.

e) The City Council may require financial security as a condition of the Conditional Use Permit when reasonably necessary to ensure completion of required decommissioning and site restoration. Any required financial security shall be reasonably related and proportionate to the estimated cost of the decommissioning obligations secured and shall be provided in a form approved by the City Attorney. Additional Conditions of Approval.

f) The requirements of this subsection are adopted pursuant to the City's home-rule authority and may be imposed where the City Council determines that the required decommissioning or site restoration bears a reasonable relationship to the anticipated impacts of the Data Center development. Any decommissioning obligation or financial security required under this subsection shall be limited in scope and amount to that which is reasonably necessary and proportionate to address those impacts and shall not be imposed to the extent prohibited or preempted by applicable state or federal law.

17) The City Council may impose additional conditions through the Conditional Use Permit when reasonably necessary to mitigate site-specific impacts identified through the review process, including conditions related to:

a) hours of generator testing;

b) building or equipment setbacks;

c) landscaping and screening;

EXHIBIT A: Data Center Chapter 14 Amendments

d) noise mitigation;

e) utility infrastructure;

f) water conservation;

g) access or roadway improvements, provided any required dedication, construction, payment, or other infrastructure exaction complies with applicable Texas law governing nexus and proportionality;

h) phasing of development;

i) fire protection and emergency response;

j) security; or

k) other documented impacts directly attributable to the proposed Data Center.

Any condition imposed under this Section shall be reasonably related to an identified impact of the proposed Data Center and shall not conflict with or regulate a matter preempted or reserved to the State of Texas, the federal government, the Public Utility Commission of Texas, ERCOT, TCEQ, or another governmental or regulatory authority having exclusive jurisdiction.

Research & Development Lab. A facility primarily engaged in scientific, technological, engineering, medical, industrial, product, or other research, experimentation, testing, analysis, prototype development, or product development. Research & Development Labs may contain laboratories, offices, testing areas, fabrication or prototype areas, and associated equipment and are principally occupied by employees conducting research or development activities. Data processing, computer systems, or server equipment that support the research activity are incidental to the principal Research & Development Lab use and do not cause the facility to be classified as a Data Center.

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Conduct a public hearing, consider, and act on Ordinance No. 2026-51 regarding amendments to the Bastrop Development Code, Section 14.03.003, Downtown Historic District, to establish Active and Passive Use requirements for ground-floor storefronts and regulations for certain Alcohol-Focused Uses, and move to include on the November 17, 2026 City Council meeting for a second reading.

AGENDA ITEM SUBMITTED BY:
Brittany Dullard, Planning Manager

BACKGROUND AND PURPOSE:
The proposed amendments to the Downtown Historic District are intended to support an active, pedestrian-oriented downtown while maintaining flexibility for a variety of business and property uses. The purpose is to help preserve the traditional storefront character of Downtown Bastrop, encourage regular foot traffic and public activity along the street, and reduce the potential for long stretches of ground-floor frontage to be occupied by uses that generate limited walk-in activity.

The amendments establish Active and Passive Use standards for ground-floor street-facing storefronts. Active Uses are generally customer-facing businesses such as retail, restaurants, personal services, galleries, entertainment, and similar uses. Passive Uses include offices, appointment-based services, residential uses, private clubs, administrative areas, and other uses that typically generate less storefront activity.

Under the proposed standards, a minimum of 60 percent of the street-facing ground-floor storefront frontage would be required to contain an Active Use, while up to 40 percent may contain a Passive Use by right. To avoid creating unnecessary barriers to occupancy, the amendments also provide flexibility through a Conditional Use Permit process and an administrative vacancy and market hardship exception for qualifying spaces.

The amendments also establish regulations for certain Alcohol-Focused Uses to help manage the concentration of these uses within the Downtown Historic District and allow consideration of potential impacts such as hours of operation, noise, outdoor activity, parking, security, and compatibility with surrounding uses. The proposed standards include a 75 percent alcohol-revenue threshold and require a Conditional Use Permit when an Alcohol-Focused Use is proposed within 300 feet of another lawfully established or approved Alcohol-Focused Use. Certain alcohol retail uses and specialty cigar shops would also require a Conditional Use Permit.

PUBLIC NOTICE:
The BDC requires a public hearing before the Planning and Zoning Commission followed by City Council consideration. For city-initiated zoning changes, mailed notice is provided to property owners and tenants within the overlay boundary and within 200 feet, and an add in the newspaper at least 16 days prior to the first public hearing.

Newspaper Notice: October 1, 2026
Mailed Notice: October 12, 2016
Written Comments Received: At the time of this staff report, we have received **1** comment in favor, **1** no objection, and **4** comments opposed.

If the Planning and Zoning Commission unanimously recommends denial, the BDC requires a three-fourths vote of all City Council members for Council approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission is scheduled to make a recommendation to the City Council at their regularly scheduled meeting on October 29, 2026.

RECOMMENDATION:
Conduct a public hearing, consider, and act on Ordinance No. 2026-51 regarding amendments to the Bastrop Development Code, Section 14.03.003, Downtown Historic District, to establish Active and Passive Use requirements for ground-floor storefronts and regulations for certain Alcohol-Focused Uses, and move to include on the November 17, 2026 City Council meeting for a second reading.

ATTACHMENTS:
1. Ordinance No. 2026-51
2. Exhibit A – Downtown Historic District Active Use and Alcohol Use Amendments

ORDINANCE NO. 2026-51

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, THE BASTROP DEVELOPMENT CODE, SECTION 14.03.003, "DOWNTOWN HISTORIC DISTRICT," TO ESTABLISH STANDARDS FOR ACTIVE AND PASSIVE GROUND-FLOOR USES AND REGULATIONS FOR ALCOHOL-FOCUSED USES; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas 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, the City has adopted Chapter 14 of the Code of Ordinances, known as the Bastrop Development Code ("BDC"), to regulate land use and development within the City; and

WHEREAS, Section 14.03.003 of the BDC establishes the Downtown Historic District and provides standards intended to preserve the architectural and cultural integrity of Bastrop's historic downtown commercial corridor; and

WHEREAS, the City Council desires to support an active, pedestrian-oriented downtown by establishing requirements for Active and Passive Uses along ground-floor street-facing storefronts while providing procedures for conditional approvals and certain vacancy-related exceptions; and

WHEREAS, the City Council further desires to establish use classification and spacing requirements for certain Alcohol-Focused Uses in the Downtown Historic District to address compatibility with the surrounding downtown environment; and

WHEREAS, the proposed amendments to Section 14.03.003 are attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Code Amendment. Chapter 14 of the Code of Ordinances, Bastrop Development Code, Article 14.03, Section 14.03.003, "Downtown Historic District," is hereby amended and restated as set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

Section 3. Implementation. The City Manager and other appropriate City officers and employees are authorized and directed to take all ministerial actions necessary to incorporate and implement the amendments adopted by this Ordinance.

Section 4. Other Provisions. Except as expressly amended by this Ordinance, all other provisions of the Code of Ordinances of the City of Bastrop remain in full force and effect.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 3rd day of November 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 17th day of November 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

DRAFT

EXHIBIT A

Sec. 14.03.003 Downtown Historic District.

A. Purpose. This district was certified as part of the National Register of Historic Places by the National Park Service on December 22, 1978, and is subject to the Historic Preservation Ordinance in Article 14.09. The purpose of this district is to preserve the architectural and cultural integrity of Bastrop's historic downtown commercial corridor while allowing for compatible economic development.

B. Applicability.

1) The underlying zoning district applies except as modified by this section and the Historic Preservation Ordinance.

2) All development, alterations, and demolitions are subject to review and approval in accordance with the Historic Preservation Ordinance and must obtain a Certificate of Appropriateness.

C. Boundaries. The boundaries of Downtown Historic District are shown on the Official Zoning Map adopted as Reference A, which is incorporated by reference and maintained on file with the City Secretary and Development Services Department.

D. Standards.

1) Maximum Building Height: 35 feet (not including parapets up to 4 feet that screen rooftop equipment).

2) Minimum lot size and minimum lot width: None.

3) Build-To-Line: 0-5 feet from the front property line.

4) Building Frontage at Build-To-Line: 80% minimum of the lot's primary street frontage.

5) Side and Rear Setbacks: None (subject to Building/Fire Code).

6) Parking Minimums: No minimum off-street parking. Exception: residential uses must provide 1 space per dwelling unit. Removal of any existing off-street parking spaces is not permitted unless approved by the DRC and the Main Street Director.

7) Parking Placement: No parking in the front or side yard; access from alleys where available.

8) Sidewalks: Maintain a continuous, ADA-compliant clear pedestrian zone of at least 8 feet along the frontage. Where existing conditions preclude 8 feet, the Main Street Director may allow the maximum feasible clear width, but not less than 6 feet.

a) Sidewalk encroachments: Public furnishings/patio furniture (tables, chairs, benches, etc.) may be permitted upon approval of the Main Street Director if at least 4 feet of ADA compliant sidewalk is maintained.

9) Landscaping: Article 14.05, Landscaping Requirements, does not apply in the Downtown Historic Overlay. However, parking lot screening must be provided in accordance with Article 14.05 where parking is visible

from the frontage. Frontage trees are required at an average spacing of 30 feet on center where feasible. Spacing adjustments may be administratively approved at 20-40 feet where constraints exists per Article 14.05. If a tree would block a storefront or similar unique constraint exists, the Planning Director and Main Street Director may approve an alternative or waiver.

10) Ground-Floor Transparency: For new or redevelopment, between 2 and 10 feet above sidewalk grade, a minimum 70% of the street-facing façade shall be clear, non-reflective glazing. Existing facades should be preserved unless approved through a Certificate of Appropriateness.

11) Lighting: On street and exterior attached lighting shall be consistent with the Historic Landmark Commissions adopted Design Guidelines.

E. Active and Passive Uses.

1) Purpose. Ground-floor street-facing storefronts shall promote pedestrian activity and the traditional commercial character of Downtown while allowing Passive Uses in appropriate portions of buildings.

2) Active Use. An Active Use is a customer-facing use that regularly generates public entry, walk-in activity, dining, shopping, entertainment, services, or similar pedestrian activity. Active Uses include:

a) Retail and specialty shops;

b) Restaurants, cafés, coffee shops, bakeries, and similar food-service uses;

c) Personal services, including salons, barbershops, spas, and similar uses;

d) Galleries, museums, theaters, cultural and entertainment uses;

e) Fitness, dance, instructional, and similar studios;

f) Artisan, studio, or makerspace uses with a publicly accessible showroom, gallery, or retail area;

g) Publicly accessible portions of hotels, lodging, civic, governmental, or similar uses;

h) Places of worship; and

i) Similar uses determined by the Director of Planning and Development to regularly generate pedestrian activity and public interaction.

3) Passive Use. A Passive Use is a use that generally generates limited walk-in or storefront activity and primarily functions through appointments, office activity, private occupancy, residential occupancy, or support functions. Passive Uses include:

a) Professional, administrative, and general offices;

b) Real estate, insurance, and legal services or offices;

c) Medical, dental, counseling, and similar appointment-based services;

d) Banks and financial institutions;

e) Residential uses;

f) Private clubs and member-only facilities;

g) Administrative and employee-only areas;

h) Storage and support areas;

i) Waiting rooms or lobbies serving a Passive Use;

j) Hotel or lodging guest rooms; and

k) Similar uses determined by the Director of Planning and Development to generate limited pedestrian or public interaction.

4) Ground-Floor Street Frontage.

a) A minimum of sixty percent (60%) of the linear ground-floor street-facing storefront frontage of each building shall be occupied by Active Uses.

b) Up to forty percent (40%) of the linear ground-floor street-facing storefront frontage of each building may be occupied by Passive Uses by right, provided the remaining sixty percent (60%) is not occupied by a Passive Use. A vacancy in the Active Use frontage does not render an otherwise lawful Passive Use noncompliant.

c) Linear frontage shall be measured along the primary street-facing ground-floor storefront, as shown in Figure 1.

d) Required common entrances, stairs, elevators, and similar shared circulation areas may be excluded from the calculation as determined by the Director.

e) These standards may be applied to both street frontages as determined by the Director of Planning and Development, after taking into consideration the existing conditions of the building.

Figure 1. Ground Floor Linear Street Frontage
Downtown Historic District

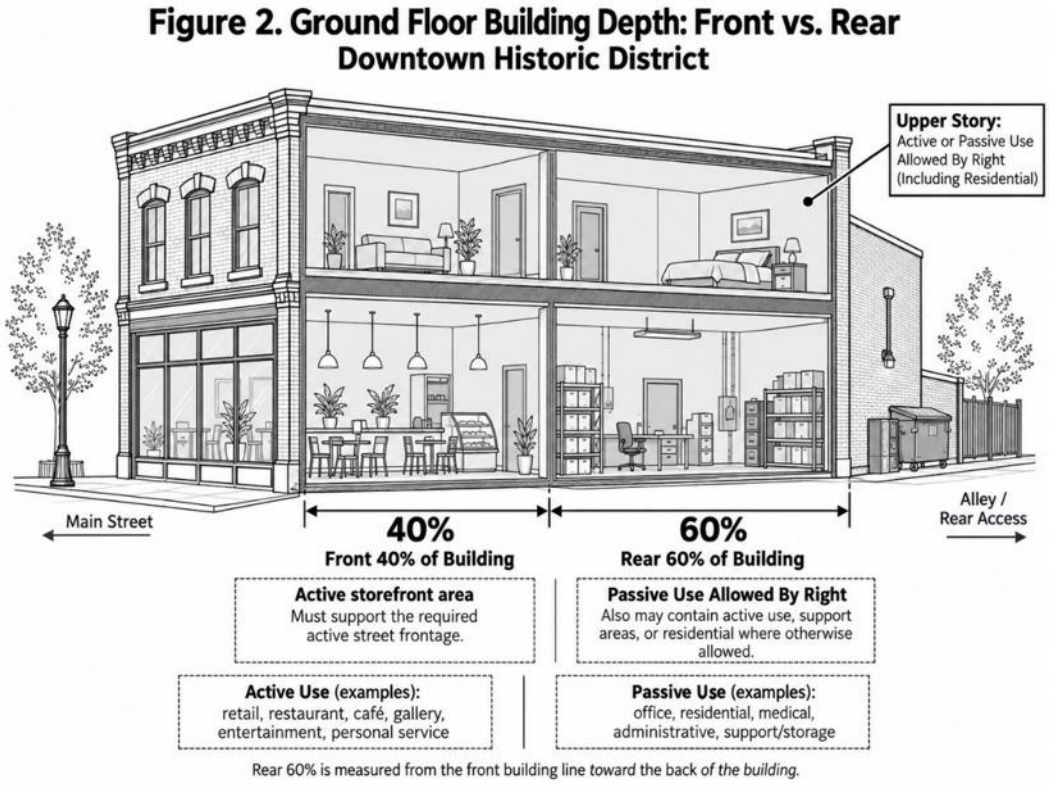


5) Building Depth.

a) The front forty percent (40%) of the ground floor is the Streetfront Use Zone and is subject to the Active and Passive Use frontage requirements above.

b) The rear sixty percent (60%) of the ground floor may contain Active or Passive Uses by right, including residential where otherwise permitted.

c) Building depth shall be measured from the primary street-facing building façade to the rear exterior wall, as shown in Figure 2.



6) Upper Stories. Active and Passive Uses, including residential where otherwise permitted, are allowed by right on upper stories.

7) Storefront Character. Passive Uses shall maintain required storefront transparency and pedestrian entrances and shall not substantially alter the storefront in a manner that prevents reasonable future occupancy by an Active Use.

8) Figures. Figures 1 and 2 are illustrative. If a figure conflicts with the text of this Section, the text controls.

9) Existing Passive Uses and Nonconforming Status.

   a) Existing Uses. Any Passive Use lawfully established prior to the effective date of this Section may continue as a nonconforming use in accordance with Article 14.08, limited to the same general land use category, storefront frontage, and floor area. For purposes of this paragraph, the Passive Uses listed in Subsections E.3.a, E.3.b, and E.3.c are one general land use category, and each other Passive Use listed in Subsection E.3 is a separate general land use category.

   b) Continuation and Transfer. Nonconforming status runs with the property and is not affected by changes in property ownership, business ownership, tenants, operators, or leases, provided the use remains within the same general land use category and the nonconforming rights have not been abandoned. For example, a grandfathered professional office may transition between law offices, real

estate offices, accounting offices, counseling offices, and similar professional or appointment-based office uses without losing its nonconforming status.

c) Change of Use. A grandfathered Passive Use may be replaced by another use within the same general land use category but shall not be replaced by a substantially different Passive Use, such as converting a professional office to a bank, private club, or residential use, unless the new use complies with this Section or receives approval under Subsection F or G.

d) Discontinuance and Abandonment. Notwithstanding Article 14.08, a grandfathered Passive Use shall retain its lawful nonconforming status unless the use is discontinued for eighteen (18) consecutive months, at which time the nonconforming rights shall terminate. The discontinuance period begins when the use actually ceases, regardless of changes in ownership, tenants, or lease status. A new lease or change in ownership does not restart the discontinuance period.

e) Expansion. A grandfathered Passive Use shall not expand its storefront frontage, floor area, or intensity except as authorized under Article 14.08 or this Section.

F. Passive Use Conditional Use Permit.

1) A Conditional Use Permit may be requested to:

a) Allow more than forty percent (40%) Passive Use frontage;

b) Reduce the minimum sixty percent (60%) Active Use frontage; or

c) Otherwise deviate from the Active Use requirements of this Section.

2) No vacancy period, economic hardship, or demonstration of market failure is required to apply for a CUP.

3) The CUP shall be processed in accordance with Sec. 14.13.005 and shall require:

a) A floor plan displaying the requested use(s) of the building;

b) Recommendation by the Main Street Advisory Board;

c) Recommendation by the Planning and Zoning Commission; and

d) Final action by the City Council.

4) In addition to the standard CUP criteria, consideration may be given to:

a) The existing mix of Active Uses, Passive Uses, and vacant storefronts;

b) Pedestrian activity generated by the proposed use;

c) The size, depth, configuration, and limitations of the building;

d) Storefront transparency and pedestrian access;

e) The ability of the space to accommodate a future Active Use; and

f) Consistency with the purpose and character of the Downtown Historic District.

5) Conditions may be imposed in accordance with Sec. 14.13.005.

6) Any exterior modifications to the structure require a Certificate of Appropriateness in accordance with Article 14.09.

G. Administrative Vacancy and Market Hardship Exception.

1) Eligibility. An applicant may request an Administrative Vacancy and Market Hardship Exception when:

a) The ground-floor street-facing space for which relief is requested has remained continuously vacant for at least six (6) months;

b) The space has been reasonably and actively marketed for an Active Use during that period;

c) The applicant provides documentation showing good-faith marketing efforts and an inability to secure a viable Active Use tenant; and

d) The proposed Passive Use is otherwise permitted by the underlying zoning district.

2) Documentation. Evidence of marketing may include commercial listings, brokerage agreements, advertisements, leasing signs, prospective tenant inquiries, lease negotiations, asking rents, comparable available spaces, or similar documentation.

3) Review and Decision.

a) The Main Street Advisory Board shall review the request and provide a recommendation.

b) Following the Main Street Advisory Board recommendation, the Director of Planning and Development may approve, approve with conditions, or deny the request.

c) The Director may approve the request upon finding that:

1. The six-month vacancy and marketing requirements have been met;
2. Reasonable efforts to secure an Active Use tenant have been unsuccessful;
3. The proposed Passive Use is preferable to continued vacancy;
4. Required storefront transparency and pedestrian access will be maintained; and
5. The space will remain reasonably adaptable for future Active Use.

4) Duration. An Administrative Vacancy and Market Hardship Exception is valid only for the specific Passive Use approved through the administrative exception process. Any change to a different Passive Use that requires a new Certificate of Occupancy shall require approval of a new Administrative Vacancy and Market Hardship Exception or a Conditional Use Permit, as applicable. A change in ownership alone does not invalidate the approved exception, provided the approved use remains unchanged.

5) Denial. If the Director denies the administrative exception, the applicant may immediately apply for a CUP under subsection F without an additional waiting period. The CUP shall be independently considered through the Main Street Advisory Board, Planning and Zoning Commission, and City Council process.

Nothing in this subsection limits the right to appeal the Director's decision to the Zoning Board of Adjustments under Article 14.12.

6) Direct CUP Option. An applicant is not required to wait six (6) months or pursue an Administrative Vacancy and Market Hardship Exception before applying for a CUP under subsection F.

H. Alcohol-Focused Uses.

1) Definitions.

a) Primary Alcohol-Serving Establishment. A bar, lounge, nightclub, tavern, cocktail lounge, brewery or winery tasting room, or similar establishment that derives or is projected to derive seventy-five percent (75%) or more of its gross revenue from the on-premise sale of alcoholic beverages.

b) Specialty Cigar Shop. A retail establishment primarily engaged in the sale of cigars and cigar-related accessories. A Specialty Cigar Shop is permitted only with an approved Conditional Use Permit, regardless of spacing.

c) Primary Alcohol-Serving Establishments are referred to as Alcohol-Focused Uses.

d) A restaurant or food-service establishment with less than seventy-five percent (75%) of its gross revenue derived from the sale of alcoholic beverages shall not be considered an Alcohol-Focused Use solely because alcoholic beverages are sold or served.

2) Permitted by Right. An Alcohol-Focused Use is permitted by right, where otherwise permitted by the underlying zoning district, when no other lawfully established or approved Alcohol-Focused Use is located within three hundred (300) feet.

3) Conditional Use Permit. An Alcohol-Focused Use proposed within three hundred (300) feet of another lawfully established or approved Alcohol-Focused Use requires approval of a Conditional Use Permit.

a) Distance shall be measured in a straight line from the nearest exterior wall of the building or tenant space occupied by the proposed Alcohol-Focused Use to the nearest exterior wall of the building or tenant space occupied by the existing or approved Alcohol-Focused Use. This measurement applies to Subsections H.2 and H.3.

b) An Alcohol-Focused Use is "approved" for purposes of this subsection when a CUP or certificate of occupancy has been issued for the use and has not expired.

c) The CUP shall be processed in accordance with Sec. 14.13.005 and shall require:

1. Recommendation by the Main Street Advisory Board;
2. Recommendation by the Planning and Zoning Commission; and
3. Final action by the City Council.

d) In addition to the standard CUP criteria, consideration may be given to the concentration of Alcohol-Focused Uses and associated impacts relating to outdoor activity and its hours, entertainment, noise,

customer queuing, security, parking, pedestrian activity, waste, deliveries, and compatibility with surrounding uses. Conditions shall not regulate the hours during which alcoholic beverages may be sold.

4) Revenue Determination.

a) Calculation. In accordance with Texas Alcoholic Beverage Code § 109.57(d)(2), an establishment is considered an Alcohol-Focused Use when seventy-five percent (75%) or more of its total gross revenue is derived from the on-premise sale of alcoholic beverages. The percentage shall be calculated by dividing gross revenue from on-premise alcoholic beverage sales by total gross revenue from all sales and services during the same reporting period, excluding sales taxes and refunds.

b) At Time of Application. An applicant proposing to sell alcoholic beverages shall submit a signed statement identifying the projected percentage of gross revenue from alcoholic beverage sales for the first twelve (12) months of operation. The City may require supporting documentation, including a proposed menu, business plan, anticipated sales breakdown, or other information reasonably necessary to determine the proposed use classification.

c) Revenue Accounting. Upon request under Subsection H.4.d, an establishment shall provide sales records that separately identify gross revenue from the on-premise sale of alcoholic beverages and gross revenue from all other goods and services. Records provided shall be sufficient to verify the percentage of revenue attributable to alcoholic beverage sales.

d) Ongoing Compliance and Verification. An establishment initially classified as not being an Alcohol-Focused Use remains subject to reclassification under Subsection H.4.e. The Director of Planning and Development may require a signed certification of revenue and supporting documentation, including point-of-sale reports, sales summaries, Texas Comptroller mixed beverage gross receipts reports, or other financial records reasonably necessary to verify compliance. Such documentation shall reflect the most recent twelve (12) consecutive months of operation, or the period of actual operation if less than twelve (12) months.

e) Change in Classification. If an establishment derives seventy-five percent (75%) or more of its total gross revenue from the on-premise sale of alcoholic beverages during any twelve (12) consecutive month period, it shall be classified as an Alcohol-Focused Use and shall be subject to the applicable requirements of this Section, including obtaining a Conditional Use Permit where required. The owner or operator shall notify the Director within thirty (30) days of determining that the threshold has been reached.

f) For an establishment holding a mixed beverage permit, the City may consider, among other documentation, the mixed beverage gross receipts reports filed with the Comptroller under Chapter 183, Texas Tax Code.

5) Existing Uses. A lawfully established Alcohol-Focused Use existing on the effective date of this subsection may continue in accordance with Article 14.08. Expansion or relocation to a new location shall be subject to the requirements of this subsection.

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:
Conduct a public hearing, consider, and act on Ordinance No. 2026-52 regarding amendments to the Bastrop Development Code, Sections 14.04.001 and 14.04.005, to amend development standards for fences and residential driveways on rural properties, and move to include on the November 17, 2026 City Council meeting for a second reading.

AGENDA ITEM SUBMITTED BY:
Brittany Dullard, Planning Manager

BACKGROUND AND PURPOSE:
The Bastrop Development Code establishes citywide standards for fence height and for residential driveway width, spacing, and access. The proposed amendments provide additional flexibility for rural properties in recognition of larger lot sizes, wider street frontages, and different access and fencing needs associated with rural development patterns.

For fences, the current general standards limit front-yard fences to 54 inches and side and rear yard fences to six feet. The proposed amendment would establish separate standards for properties zoned Rural Residential (RR), allowing a maximum front-yard fence height of five feet and a maximum side and rear yard fence height of eight feet. Sight-visibility requirements would continue to apply.

For driveways, the amendment would add a separate Rural category for residential properties greater than one acre. Rural driveways would be permitted at widths between 12 and 45 feet, in accordance with the rural cross section in the Construction Standards Manual. Two driveways would be allowed by right within the first 70 feet of street frontage, provided at least 10 feet of spacing is maintained. One additional driveway or driveway approach may be considered by the City Engineer for each additional 100 feet of linear street frontage. A minimum 20-foot corner clearance would continue to apply.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission is scheduled to make a recommendation to the City Council at their regularly scheduled meeting on October 29, 2026.

RECOMMENDATION:
Conduct a public hearing, consider, and act on Ordinance No. 2026-52 regarding amendments to the Bastrop Development Code, Sections 14.04.001 and 14.04.005, to amend development standards for fences and residential driveways on rural properties, and move to include on the November 17, 2026 City Council meeting for a second reading.

ATTACHMENTS:
1. Ordinance No. 2026-52
2. Exhibit A – Rural Fence Amendment
3. Exhibit B – Rural Driveway Amendment

ORDINANCE NO. 2026-52

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AMENDING CHAPTER 14, BASTROP DEVELOPMENT CODE, SECTION 14.04.001, SITE DESIGN, AND SECTION 14.04.005, ACCESS AND CONNECTIVITY, TO MODIFY DEVELOPMENT STANDARDS FOR FENCES AND RESIDENTIAL DRIVEWAYS ON RURAL PROPERTIES; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas 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, Chapter 211 of the Texas Local Government Code authorizes the City to establish and amend zoning regulations and district boundaries for the purpose of promoting the public health, safety, morals, and general welfare of the community; and

WHEREAS, the City Council recognizes the need to provide additional flexibility for fences and residential driveways on rural properties to accommodate larger lot sizes, wider street frontages, and rural development patterns; and

WHEREAS, the proposed amendments establish increased fence height allowances for properties zoned Rural Residential (RR) and modify residential driveway width, spacing, and access standards for properties greater than one acre; and

WHEREAS, the City Council finds that these amendments promote reasonable property use while maintaining public safety, adequate access, and compatibility with surrounding development; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of Bastrop authorizes the execution of all necessary documents to implement the amendments to the Bastrop Development Code, Sections 14.04.001 and 14.04.005 (attached and incorporated herein as Exhibit A).

Section 3. The City Council grants approval of the amendments establishing modified fence height requirements for Rural Residential properties and driveway width, spacing, and access standards for rural properties, as provided in Exhibits A and B.

Section 4. The City Council directs the Development Services Department to incorporate the approved amendments into Chapter 14 of the Bastrop Code of Ordinances and administer the regulations in accordance with the Bastrop Development Code.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 8. Proper Notice and Meeting. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 3rd day of November 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 17th day of November 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

DRAFT

b) Stairs, steps, and landings serving a primary entrance may encroach into the required front setback by up to ten (10) feet, but shall not be closer than five (5) feet to the front property line.

c) Unenclosed decks and patios may encroach into required rear and interior side setbacks by up to five (5) feet, but shall not be closer than three (3) feet to the property line.

d) Unenclosed porches, stoops, and covered entries serving a rear entrance may encroach into the required rear setback by up to ten (10) feet, but shall not be closer than ten (10) feet to the rear property line.

e) Stairs, steps, and landings serving a rear entrance may encroach into the required rear setback by up to fifteen (15) feet, but shall not be closer than five (5) feet to the rear property line.

f) Accessibility ramps may encroach as necessary to meet accessibility requirements, subject to Director approval, provided they do not obstruct required pedestrian circulation.

D. Fences and Walls.

1) Applicability. All fences and walls shall comply with this Section unless superseded by an overlay district or an approved PDD development plan.

2) Height and Transparency.

a) Front yard.

(1) Maximum height: fifty-four inches (54”).

(2) Transparency: at least fifty (50) percent open area.

b) Side and rear yards.

(1) Maximum height: six (6) feet.

(2) On corner lots, fences in the street side yard between the front property line and the front building line shall comply with the front yard standard.

~~(2)~~c) Properties zoned Rural Residential may increase maximum height to sixty inches (60”)/five feet (5’) in the front yard and eight feet (8’) in the side and rear yard.

~~c)~~d) Sight triangles. Fences and walls shall not obstruct required sight triangles.

3) Maintenance. Fences and walls shall be maintained upright and in good repair.

E. Number of Primary Structures Per Lot.

1) General Rule. Unless expressly allowed by the applicable zoning district or an approved development plan, no more than one (1) primary structure shall be permitted on a platted lot.

2) Driveway Criteria and Spacing.

a) Residential Driveways. A concrete driveway approach in accordance with the City of Bastrop Construction Standards Technical Manual designed and intended to serve as access from a roadway to a lot or parcel of land which is a location for a one (1) or two (2) family residence. Once on private property, the driveway may be constructed of concrete, asphalt, pavers, permeable pavement, stabilized gravel, crushed stone, decomposed granite, or another durable all-weather surface approved by the City, provided the surface is maintained to prevent dust, erosion, runoff, and tracking of material into the public right-of-way.

Type	Driveway Width	Minimum Driveway Spacing	Minimum Corner Clearance
Single Family	12'-24'	1 driveway per property by right. A second driveway or driveway approach may be considered and approved by the City Engineer for lots with greater than 70' frontage, provided all driveway approaches on the same frontage have a minimum of 10' spacing, and all sight-distance, drainage, and construction standards are met and a maximum of 36' driveway width for the property in total.	20'
Duplex/Townhome	12'-24'	10'	20'
Rural (properties greater than 1 acre)	12'-45'	Two driveways allowed by-right for the first 70' of linear street frontage, given a minimum of 10' spacing is maintained. One additional driveway or driveway approach may be considered and approved by the City Engineer for each additional 100' of linear street frontage.	20'

b) Commercial Driveways. A concrete driveway approach designed in accordance with the City of Bastrop Construction Standards Technical Manual and intended to serve as access from a roadway to a lot or parcel of land used for any development or purpose other than one or two family residences.

Street Type	One-Way Driveway Width	Two-Way Divided Driveway Width (each side of median)	Two-Way Undivided Driveway Width	Minimum Driveway Spacing	Minimum Corner Clearance
Local Street	15' min -20' max	20' min – 24' max	25' min – 40' max	100' min.	40'
Major Collector	15' min -20' max	20' min – 24' max	25' min – 40' max	150' min.	80'

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act on ratification of items at Mayfest Park:

A. Consider and act to approve Resolution No. R-2026-154 ratifying and approving, to the extent permitted by law, the WJC Construction Services LLC contract and eligible additional work for the Mayfest Park/Arena bleacher foundation; acknowledging prior payments totaling $93,850; authorizing conditional payment of the remaining $24,000, including amounts within the applicable statutory change-order limit and amounts separately authorized for procurement; and providing for implementation, severability, and an effective date.

B. Consider and act to approve Resolution No. R-2026-155 approving a separate construction services procurement with WJC Construction Services LLC in the amount of $15,350 for completion of Mayfest Park/Arena bleacher foundation improvements and associated safety-related work; making findings under Texas Local Government Code Section 252.022(2), subject to confirmation that the statutory exception applies; authorizing the City Manager to execute the agreement and take necessary implementation actions; and providing for severability and an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Taylor Andry, Executive Administrative Assistant & Interim Parks & Rec Manag

BACKGROUND/HISTORY:

Staff requests City Council consideration and approval of Resolution No. R-2026-154, which ratifies the contract and associated additional work performed by WJC Construction Services LLC for the bleacher foundation pour at Mayfest Park/Arena. The resolution also acknowledges prior payments, authorizes conditional issuance of the remaining payment balance, and makes findings required to authorize new procurement necessary for public health and safety.

Staff requests City Council approval of a new Construction Services Agreement with WJC Construction Services LLC in the amount of $15,350.00. This procurement is necessary to complete essential safety-related work at Mayfest Park/Arena following additional work performed outside the statutory change-order authority available under Texas Local Government Code Section 252.048. Because the additional work exceeds the 25% change-order cap, it must be

treated as a separate, new contract. Approval requires findings that the procurement is necessary for public health and safety under Section 252.022(2).

· WJC Construction Services LLC was contracted to perform the foundation pour for the new bleachers at Mayfest Park/Arena in the amount of $82,000. This amount has already been paid.

· Additional work totaling $35,850 was performed but not formally approved by Council at the time it occurred.

· Of that amount, $11,850 was administratively approved and paid, leaving an unpaid balance of $24,000.

· The total project cost, including the original contract and additional work, is $117,850, of which $93,850 has been paid to date.

· State law under Texas Local Government Code Section 252.048 limits change orders to no more than 25% of the original contract amount, setting a statutory cap of

$20,500 for this project.

· The remaining required amount of $15,350 exceeds that cap and requires new procurement, which may be authorized under Section 252.022(2) when necessary to preserve or protect public health and safety

FISCAL IMPACT:

Total authorized project amount: $117,850

· Funds already paid: $93,850

· Remaining amount requiring payment upon verification: $24,000

· Resolution does not appropriate new funds; Finance must confirm availability prior to disbursement

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2026-154 to finalize payment authorization, ensure compliance with procurement laws, and complete safety-required work at Mayfest Park/Arena.

Staff recommends approval of Resolution No. R-2026-155, finding that the new procurement is necessary to preserve and protect the public health and safety of residents under Texas Local Government Code Section 252.022(2), and authorizing the City Manager to execute the agreement with WJC Construction Services LLC.

ATTACHMENTS:

1. Resolution R-2026-154
2. Resolution R-2026-155

CITY OF BASTROP, TEXAS

PROPOSED RESOLUTION NO. R-2026-154

Meeting date: November 3, 2026

Agenda item: Mayfest Foundation/WJC Ratification

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RATIFYING AND APPROVING THE WJC CONSTRUCTION SERVICES LLC CONTRACT AND CHANGE ORDER FOR THE MAYFEST PARK/ARENA BLEACHER FOUNDATION POUR; ACKNOWLEDGING PRIOR PAYMENTS; CONDITIONALLY AUTHORIZING ADDITIONAL PAYMENT UP TO THE $20,500.00 STATUTORY CHANGE ORDER CAP OF 25% OF THE ORIGINAL CONTRACT PRICE; MAKING FINDINGS FOR NECESSARY NEW PROCUREMENT IN THE AMOUNT OF $15,350.00 TO PRESERVE THE PUBLIC HEALTH & SAFETY; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, WJC Construction Services LLC was hired to perform the foundation pour for the new bleacher installation at Mayfest Park/Arena under an original contract in the amount of $82,000.00, which has been paid to WJC Construction Services LLC; and

WHEREAS, additional work was added, resulting in additional work in the amount of $35,850.00 that should have been either administratively approved or presented to the City Council; and

WHEREAS, $11,850.00 has been paid to WJC Construction Services LLC through administratively approved change orders, leaving $24,000.00 unpaid; and

WHEREAS, the original contract and additional work total $117,850.00, of which $93,850.00 has been paid by administratively approved change orders to date totaling $11,850.00, leaving an unpaid balance of $24,000.00; and

WHEREAS, Tex. Loc. Gov't Code Section 252.048 requires that contracts awarded under a competitive procedure may not have the original contract price increased by more than 25 percent to comply with the bidding requirement of Chapter 252, resulting in a change order cap of $20,500.00. or 25% of the original contract price and leaving an overage of necessary for new procurement in the amount of $15,350.00; and

WHEREAS, the City Council finds that the overage necessary for new procurement funding in the amount of $15,350.00 cannot be authorized under Section 252.048 but involves expenditures necessary to preserve or protect the public health of the residents due to essential repairs to avoid risk of injuries and authorized under Section 252.022(2);

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

SECTION 1. Recitals. The foregoing recitals are incorporated into this Resolution.

SECTION 2. Ratification and Approval. To the extent permitted by applicable law, the City Council ratifies and approves the $82,000.00 contract with WJC Construction Services LLC and the additional work and up to the $20,500.00 change order statutory cap of 25% of the original contract price, and $15,350.00 new procurement for the Mayfest Park/Arena bleacher foundation pour, for a combined amount of $117,850.00.

SECTION 3. Prior Payments. The City Council acknowledges prior payments to WJC Construction Services LLC totaling $93,850.00, consisting of the $82,000.00 original contract amount and $11,850.00 toward the administratively approved change orders.

SECTION 4. Conditional Payment Authorization. The City Manager is authorized to cause payment of the remaining $24,000.00 to WJC Construction Services LLC only upon verification of satisfactory completion of the work, receipt and verification of a proper invoice, and confirmation that sufficient funds are available and appropriated for the payment. Payment is subject to City Attorney and Finance review and applicable law. Finance shall reconcile the prior payments and remaining balance before disbursement to prevent duplicate payment. This Resolution does not itself make or amend an appropriation.

SECTION 5. Implementation. The City Manager is authorized to take the administrative actions necessary to implement this Resolution, consistent with its conditions and applicable law. This authorization does not increase the combined contract, change-order, and new procurement amount of $117,850.00 or the remaining payment authorization of $24,000.00.

SECTION 6. Severability. If any provision of this Resolution is held invalid, the remaining provisions shall remain in effect to the extent they can be given effect without the invalid provision.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon adoption by the City Council.

Adoption date: [Adoption date]

Council vote: [Council vote]

APPROVED:

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

PURCHASING SUMMARY DOCUMENT

City of Bastrop
(Purchases over $3,000 in total)

REASONS FOR PURCHASE/ADDITIONAL PURCHASE INFORMATION
CONCRETE BLEACHER FOUNDATION- MAYFEST ARENA.

Purchase Recommendation:

Recommended Vendor: WJC CONSTRUCTORS SERVICES, LLC

Goods or Services to be Purchased: CONCRETE BLEACHER FOUNDATION- MAYFEST ARENA.

Description	QTY	Unit Cost	TOTAL COST
CONCRETE BLEACHER FOUNDATION- MAYFEST ARENA.	1	82000.0	82000
			0
			0
			0
			0
		TOTAL	82000

If the lowest Bid was not selected please give explanation here: *(CM Approval Required)*

Is this purchase with:

- ☐ COOPERATIVE CONTRACT COOP NAME: _____
  (if using Coop. contract you must attach proof from vendor that purchase was made through Coop)
- ☐ SOLE SOURCE – Attachments required (refer to Purchasing Policy for details)
  (CM approval required)
- ☐ EMERGENCY PURCHASE – Attach memo stating why the purchase is an emergency
  (CM approval required)
- ☑ CONTRACTED SERVICE *(Finance must have a copy of the contract on file)*
- ☐ PROFESSIONAL SERVICE (those allowable under Gov't Code CH 2254)
- ☐ QUOTES (required if none of the above apply)

	COMPANY NAME	HUB*	COST
1.	WJC CONSTRUCTORS		$ 82000.00
2.	SYNTH Construction		$ 82178
3.	Salvation Site Serv		$ 82717

*Historically underutilized Business (HUB)-Two quotes must be from HUB's if available and if over $3,000

Budgeted in GL # 995-23-00-6070 &/or # 202-bl-ea-cher

Requested by: Jason Alfaro Date: 07/15/2026

Approved by: Jason Alfaro Date: _____
(Dept. Director)
Jason Alfaro (Jul 15, 2026 15:51:52 CDT)

Approved by: Judy Sandroussi Date: _____
(CFO)
Judy Sandroussi (Jul 15, 2026 16:04:19 CDT)

Approved by: Sylvia Carrillo Date: 07/15/2026
(City Manager)
Sylvia Carrillo (Jul 15, 2026 16:05:27 CDT)

Revised 3/22/2017

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

Over $50K
(8-16-2021)

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **WJC CONSTRUCTORS SERVICES, LLC** acting by **WILLIAM COOK** (the "Engineer/Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the "Work" or "Project" CONCRETE BLEACHER FOUNDATION- MAYFEST ARENA.

I. General Information and Terms.

Engineer's/Contractor's Name and Address:	WJC CONSTRUCTORS SERVICES LLC P.O. BOX 104 SMITHVILLE, TEXAS 78957 Attn: WILLIAM COOK
General Description of Services:	CONCRETE BLEACHER FOUNDATION-MAYFEST ARENA.
Maximum Contract Amount:	$82,000.00

Effective Date: June 22, 2026 - On the latest dates signed by both parties.

Termination Date: June 22, 2027 - One (1) year from effective date.

Contract Parts: This Contract consists of the following parts:

I. General Information and Terms
II. Standard Contractual Provisions
III. Additional Terms or Conditions
IV. Additional Contract Documents
V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the professional engineering services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days from receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days from receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to

the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Texas Tax Code Section 151.309 and Title 3) and federal excise tax (Internal Revenue Code Subtitle D). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance that is not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the

Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, then before bringing any legal action, the parties agree to try in good faith, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT,

ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed $50,000, are subject to the requirements of Texas Government Code Section 2252.908. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached, and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Texas Government Code Section 2270.002, (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of $100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor and the Contractor's affiliates, subsidiaries, subcontractors, consultants, agents, and any other person associated with Contractor shall keep full and accurate books and records with respect to all Work performed, all payments and all expenditures in connection with this Agreement. The records to be maintained and retained by Contractor shall include, without limitation: (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall provide notice, in writing, within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

WJC CONSTRUCTORS SERVICES, LLC

By: Ashlee Saathoff
Ashlee Saathoff (Jun 22, 2026 12:31:05 CDT)

Printed Name: Ashlee Saathoff

Title: Executive Assistant

Date: Jun 22, 2026

CITY OF BASTROP

By: Sylvia Carrillo (Jun 24, 2026 10:33:23 CDT)

Printed Name: Sylvia Carrillo

Title: CITY MANAGER

Date: Jun 24, 2026

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing (Form 1295)

(*See Attached*)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT A-2

Scope of Services **dated June 22, 2026**

(*See Attached*)

Exhibit A
"Scope of Services"

Scope of work for the foundation to include:

Scope of Work Inclusion:
The Scope of Work shall include, but is not limited to, all materials, labor, supervision, equipment, erection, tools, and all other items required to furnish and install the following:

A. Scope of Work includes, but is not limited to, the furnishing and installation of all cast-in place concrete work including, but not limited to, footings, foundations, joint sealants, dowels, concrete curing, formwork, crack joints, construction joints, expansion joints and accessories.
B. Contractor has included all rough and final grading to complete this scope of work.
C. Contractor shall accumulate and remove spoils off site.
D. Included in this scope is all soft digging in close proximately to utilities.
E. Contractor is responsible for providing all structural excavation, backfill, compaction, dewatering, rough grading, fine grading, and concrete curing to complete this scope of work.
F. It is understood and agreed that this scope of work includes all required ordering, unloading, hoisting, handling, sorting, placement, inventory, rebar caps and tie-wire necessary for reinforcing steel, dowels, deformed bars, tie bars, accessories, etc. Contractor is to provide all necessary support of the reinforcing steel and/or mesh with contact with the earth as required by the contract documents.
G. All tooled joints, saw cut joints, construction joints and keyways required for this scope of work are the responsibility of this Contractor including installing any and all sealants in concrete joints per Contract Documents.
H. Included in this Agreement are all costs associated with the placement of concrete including pumping, vibrators, concrete buckets, etc.
I. The breaking off of all ties and cutting back of all ties and nails protruding through forms is included in the contract and shall be done immediately after the formwork stripping operation and all debris shall be removed from the area and deposited in dumpsters provided by others.
J. Contractor is responsible for restabilization of existing subgrade that may occur to adjacent property as a result of this Contractor's operations.
K. Contractor shall protect any surfaces from damage caused by Contractor's own work

Structural Design Criteria

1) The 2018 International Building Code is the basic code document used in the preparation of these structural documents. Additional codes and references are as noted. All structural work shall be according to all local codes in addition to the basic code document.

2) The structural engineer-of-record prepared specifications for structural related portions of the project and has included these specifications on the structural drawings and/or in the project manual. Specifications for other consultants are included in the project manual.

2) Axis Structural LLC designed the foundation for this project as a specialty engineer and is not accepting the responsibility of "Engineer of Record" for aluminum bleachers. Axis Structural LLC did not design other structural components and the overall structure integrity.

3) Axis Structural LLC based the foundation design indicated on these construction documents upon our limited knowledge of soil conditions in the vicinity because the Owner declined to hire a Geotechnical Engineer to investigate the site against our recommendations. If we assumed less expansive or stiffer soils than actually exist, then we expect differential foundation movements and associated problems. Although we attempt to assume conservative soil properties that will not impair the structural integrity of the project, we did not have the expertise or benefit of laboratory investigations from a geotechnical engineer. Axis Structural LLC therefore does not assume responsibility for the performance of the designed foundation should actual surface or subsurface soil conditions vary from our assumptions.

4) The Contractor shall familiarize himself with the site and subsurface conditions. Ignorance of conditions is not a basis for a claim for additional compensation. Layout the building by a licensed surveyor.

5) All contractors bidding the project shall review all plans, details, and detail keynotes to include all items in their bid that may only be shown on the plans or only shown in the details. Missing members in a bid that are shown only in the details or keynotes, but not on the plan, is not a basis for a claim for additional compensation if these items are missed in the original bid. Contractor shall also review all other consultant drawings in case there are additional materials/services they might be required to provide that are not shown on the structural drawings.

6) Drawings of specific details in the structural documents indicate the intent of the structural design and in most cases, are typical conditions or very similar to other details. Consider typical conditions, not necessarily noted as typical, as typical for other conditions.

7) Understanding the structural requirements shown on the structural documents requires cooperation among all parties involved. Design and construction are complex. Although Axis Structural LLC designed the project with due care and diligence, we do not guarantee perfection. Communication is necessary. Immediately report structural discrepancies to Axis Structural LLC for our review and correspondence. Consider unresolved discrepancies as the most costly solution of the discrepancy.

8) The structural documents represent the finished structure. Total project definition (and therefore the definition of all requirements) will be provided by combining all documents with the structural documents. The Contractor shall verify all field conditions which will affect the fabrication of components for new construction prior to the start of construction. Unless otherwise indicated, the documents do not indicate the method of construction. The Contractor shall take all measures necessary to protect the safety of the public along with the safety of the structure during construction. Such measures shall include but not be limited to bracing and shoring of dead loads, construction loads, and wind loads. The Contractor will be required to correct at his/her own expense any substance structural damage or other objectionable conditions caused by his/her operations.

9) General contractor is responsible for coordinating all site visits noted in the different sections of the structural notes and is responsible for requesting all documents required by the city/county in a timely manner for project permit close out. General Contractor is also responsible for obtaining required Special Inspection documents per Chapter 17 of the referenced IBC from the Special Inspector and RDPIRC and submit to the city/county reviewer as required. Final engineer completion letters for the project will not be provided if consultant fees are not paid in full at the time the request is made. Allow at least 72 hours for letters to be written after requests are made.

10) Structural design is based on the following:

Live Load	100 psf
Bleacher frame dead and live load	700 lbs/ft
Bleacher frame wind uplift	250 lbs/ft

Wind Loads - 2018 IBC - Empty Bleachers
ASCE 7-16 Chapter 27 Part 1
Ultimate design wind speed (3-second gust) = 110mph
Nominal design wind speed (3 sec. gust) = 87 mph

Soil Design Parameters:
Frost depth below final grade is not applicable
Min cut beam depth below final grade = 18"
Allowable soil bearing capacity (fp) = 1500 psf

Structural Submittals

Submit to the Structural Engineer for review appropriate schedules, shop drawings, samples, test reports, and product data that is related to the structural portion of the Work according to AIA Document A201 General Conditions of the Contract for Construction. No work shall be fabricated until Structural Engineer's review has been obtained. A list of structural submittals required for the project is.

Submit to the Structural Engineer for review appropriate schedules, shop drawings, samples, test reports, and product data that is related to the structural portion of the Work according to Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee (EJCDC). No work shall be fabricated until Structural Engineer's review has been obtained. A list of structural submittals required for this project is:

Deferred Structural Submittal types to be reviewed by Structural Engineer
Foundation reinforcing steel
Concrete mix design:

Deferred Structural submittals requiring delegated engineering design to be reviewed by Structural Engineer
Pre-engineered Bleachers
Pre-engineered component design statement

*** All questions related to delegated designs shall be directed to the Specialty Engineer providing the design.

Special Inspection Reports to be provided to Structural Engineer:
Testing laboratory qualifications
Concrete test results

Items Requiring Structural Engineer's Site Visit for IBC Chapter 1 compliance
(**These observations do not replace the need for special inspections on these items.)
- Concrete slab and footing reinforcing prior to concrete placement

Structural Special Inspections and Testing

1) Submit the structurally related special inspection reports to the structural engineer for his review.

2) The general contractor is responsible for coordinating all testing, inspections and notifying the Engineer and Special Inspectors of work ready for inspection. The general contractor must provide access to and means for proper inspection of such work.

3) A qualified independent testing laboratory (meeting the qualifications of ASTM-329) shall perform the inspection and testing services as the special inspector(s) as required by laws, ordinances, rules, regulations, orders or approvals of public authorities, and also additional inspections, sampling and testing required for his own convenience and for retesting when Work does not comply with the requirements of the Contract Documents.

4) Each Special Inspector is responsible to verify and inspect the work for compliance with the approved plans, plan revisions and supporting documents. The Special Inspector shall submit a field report to the Architect/Engineer and to the general contractor for each inspection/test made.

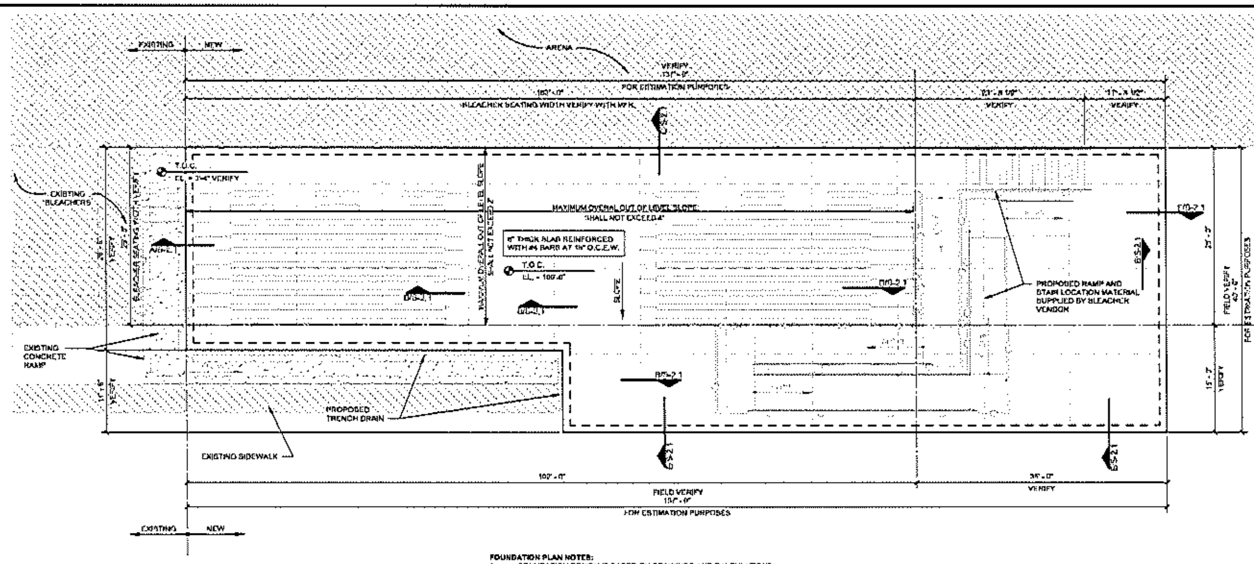
5) Axis Structural is not the special inspector for this project. Special inspectors shall meet the qualification requirements set forth in ASTM C1077 for concrete inspection and testing, ASTM D-3740 for soils inspection and testing, ASTM C1093 for masonry inspection and testing.

6) The testing lab shall obtain a complete set of project Contract Documents to facilitate monitoring, inspections and testing.

7) Special Inspectors shall prepare, sign and submit to the RDPIRC with a copy to the owner and the general contractor (and to the Building Official if he requests) the "Report of Required Special Inspections" after the general contractor completes his work according to the approved plans. The Special Inspector shall prepare the "Report of Required Inspections" using the form approved by and available from the Building Official.

8) The general contractor shall provide for the special inspector a "Special Inspector Status Log" at the project site using the standard form approved by and available from the building official so that the special inspectors can sign the form at each of their visits to the site.

9) The RDPIRC is responsible to prepare, sign and submit the "Final Report of Required Inspections" for submittal to the Building Official after the general contractor completes his work according to the approved plans. The RDPIRC shall prepare the "Final Report of Required Inspections" using the form approved by and available from the building official.



1 Foundation Plan
1/8" = 1'-0"

FOUNDATION PLAN NOTES:

1. FOUNDATION DESIGN IS BASED ON DRAWINGS AND CALCULATIONS FOR 10 ROW BLEACHERS PROVIDED BY NORTH CAROLINA WELDING. MODEL NUMBER NOT PROVIDED. ANY OTHER BLEACHER MODELS SUPPLIED AND TO BE CONSTRUCTED SHALL BE SUBMITTED TO EOR FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION

2. CRACK CONTROL JOINTS SHALL BE SAWED INTO THE SLAB TO FORM APPROXIMATE SQUARE PATTERNS. THE MAXIMUM SPACING OF CONTROL JOINTS SHALL NOT EXCEED 12'-0". THE BLEACHER FRAMES SHALL NOT BE SET ON CONTROL JOINTS.

3. THE SLAB MAY BE SLOPED A MAXIMUM OF 1/8" PER FOOT FOR DRAINAGE. THE MAXIMUM OVERALL OUT OF LEVEL SLOPE FOR THE SLAB PERPENDICULAR TO THE SEATS (FRONT TO REAR) SHALL NOT EXCEED 2 INCHES AND PARALLEL TO THE SEATS (END TO END) SHALL NOT EXCEED 4 INCHES.

Earthwork Below slab

1) As a minimum, strip topsoil to remove organic material from site prior to starting foundation work.

2) The finish surface grading around the building should be graded to insure adequate drainage of surface water away from the building.

3) A minimum of 6" thick low P.I. fill shall be compacted under the entire slab area. Maximum bagged fill depth shall be 1'-6". Material below bagged filled shall be 3/8" size manufactured sand/limestone subgrade filler placed in 4" maximum lifts.

Concrete

1) Trench grade beams in order to provide the beam cross section indicated. Beam and slab depths and widths indicated are minimum acceptable sizes. Larger size beams and slabs formed by less accurate trenching may require additional reinforcing not shown which shall be determined by the structural engineer during construction review. All loose dirt from sides and bottoms of trenches shall be removed. Cut benches on each side of trenches of adequate size to maintain the vertical sides of the trench.

2) Trench below the slab thickness for placing electrical conduit and plumbing lines. Bury electrical conduit and plumbing lines below the slab thickness and outside of the grade beam trenches. Do not place conduit or plumbing pipes under and parallel to grade beams. Wrap any sewer, storm, water or electrical piping lines crossing grade beams with PVC sleeves for protection from ground movements. Extend sleeves at least 6 inches past the trench width. Isolate concrete-encased grounding electrode from structural reinforcing.

3) Construct formwork to maintain tolerances as outlined in ACI 347. Reuse formwork according to ACI 347. Extend formwork at least six (6) inches below the finish grade elevation on perimeter beams. Cut temporary port openings in order to drain exposed trenches during construction in case of inclement weather.

4) Form sawed construction joints in slab with pre-formed galvanized steel with tongue and groove type profile and knockout holes at 6 inches on center for dowel placement or slab reinforcing lap extension. Form keyed construction joints in grade beams with 2x and plywood tongue and groove type profile with holes for beam reinforcing lap extension.

5) Provide Synko-Flex preformed plastic waterstops in concrete construction joints below grade as per manufacturer's recommendations.

6) Reinforcing steel shall comply with the requirements of ASTM A-615, grade 60. Welded wire mesh shall comply with the requirements of ASTM A-185, flat sheets only. Reinforcing steel shall be continuous with splices lapped at least 40 bar diameters. Stirrups and ties may be grade 40 for bars #3 and smaller. Tie wire shall be 16 gage annealed type. Reinforcing steel shall be placed in a manner that creates a continuous line of reinforcing across the area requiring reinforcement. Bars, dowels, footing reinforcing, etc. shall be located so that the bars are touching in all overlapped ends. Position reinforcing per the clear cover tolerances noted on the plans or details. Contractor shall expect to make minor adjustments to reinforcing steel positions upon engineers review of the reinforcing positions pertaining to its alignment with architectural reveals or other formed edges once installed for structural observations.

At contractors option, reinforcing for slab, footings, and/or tilt-wall panels can be substituted with equivalent structural welded wire reinforcing (SWWR). SWWR shall be constructed with deformed bars conforming to ASTM A 1064, grade 60 steel. Submit signed and sealed calculation packages showing that SWWR meets the original requirements of conventional reinforcing shown on the plans. Preferred SWWR provider is Insteel Industries, Inc. who can be found at www.insteel.com.

7) Inspection of Fabricated Items (IBC Chapter 1704.2.5) IBC 2012 - 2024. The reinforcing steel fabricator shall submit to the RDPIRC with a copy to the owner and the general contractor a certificate of compliance stating that he fabricated his work either under the inspection services of a special inspector or under the inspection services of his nationally recognized trade organization that requires quality control inspections.

8) Fabricate bent bars according to ACI 318. Install reinforcing with clearance for concrete coverage around reinforcing steel according to ACI 318. Submit for review fabrication and placement shop drawings indicating bar sizes, spacings, lengths, laps, locations, and quantities of reinforcing steel, bending and cutting schedules, and supporting and spacing devices.

9) Reinforce concrete with polypropylene fiber reinforcing as manufactured by Fibermesh, 4019 Industry Drive, Chattanooga, TN. 37416 (423-892-7243). Quantities shall be as recommended by manufacturer.

10) Concrete shall develop a 28-day compressive stress (f'c) per the list below:

Item/Location	Comp. Strength	W/CM ratio	Max. Agg. Size
Grade beams & footings:	3,000 psi	0.50	1 1/8"
Slab-on-grade.	3,000 psi	0.50	1 1/8"

Mix concrete according to ACI 301. Use a maximum aggregate size according to ACI 318. Maximum aggregate size between bars shall also pertain to between the forms and bars.

11) The proportions of materials and use of admixtures influence the concrete strength along with the means and methods of construction. The contractor is responsible to determine that the concrete is suitable for its intended purpose. The engineer recommends the contractor consider the following in determining the concrete for this project: Cement shall be Type 1 OR 1L (gray). Fly ash shall be Boral Materials, Class C (Class F fly ash is not acceptable). If fly ash is used, do not exceed 20% of the total fly ash and cement used by weight. Include a polymeric component water-reducing admixture that complies with ASTM C494. Do not add an air entrainment additive. Mix shall result in a finished concrete product with moisture contents necessary to properly cure the concrete. Floor sealers, hardeners, finishes and coverings shall be compatible with concrete properties (i.e., but not limited to, moisture and alkalinity properties). Do not use fly ash in tilt wall panel concrete mixes.

General Contractor shall consult with his concrete sub-contractor and concrete supplier to discuss proper concrete mix based on the weather conditions (rain, wind, heat, etc...) anticipated for the date of the concrete placement and adjust mix as needed for weather conditions while holding the specified concrete strength.

12) Before placement of any concrete, submit concrete mix design(s) to be used on the project with evidence that the mix meets the compressive strength required based on field test records or laboratory trial batches. Strength test records used for establishing and documenting concrete mixture proportions shall not be more than 24 months old and shall consist of at least 30 test results. If 15 to 29 test results are available, the required standard deviation of the results will need to be increased by a modification factor of 1.16 for acceptance as outlined in ACI 214.5.2. Concrete used on the project shall be in strict accordance with the approved mix design.

13) Place and cure concrete according to ACI 302.1R. Do not use concrete that has not been placed in the forms before 1.5 hours after the initial mixing water was added, regardless of temperature or slump - No Exceptions. Finish according to ACI 117 tolerances.

14) The General Contractor shall coordinate structural engineer's review, the building official inspection and the special inspector inspection and testing services before each concrete placement.
The Building Official shall inspect footings and foundations (IBC Section 110.3.1). The Building Official may accept a review by the structural engineer in place of the Building Official conducting the review.

Required IBC Chapter 17 Structural Special Inspections

IBC Section	Special Inspections	Applicable	Continuous (C) or Periodic (P)	Locations
1705.1.1	Special Cases	NO		
1705.2	Steel Construction	NO		
1705.3	Concrete Construction	YES	P	Concrete Notes
1705.4	Masonry Construction	NO		
1705.5	Wood Construction	NO		
1705.6	Soils	NO		
1705.7	Driven Deep Foundations	NO		
1705.8	Cast-in-Place Deep Foundations	NO		
1705.9	Helical Pile Foundation	NO		
1705.10	Fabricated Items	NO		
1705.11	Special Inspections for Wind...	NO		
1705.12	Special Inspections for Seismic...	NO		
1705.13	Testing for Seismic Resistance	NO		
1705.14	Sprayed Fire-Resistant	Refer to Architect		
1705.15	Mastic and Intumescent Fire-Resista...	Refer to Architect		
1705.16	EIFS	Refer to Architect		
1705.17	Fire-Resistance Penetrations and Joint	Refer to Architect		
1705.18	Testing for Smoke Control	Refer to Architect		
1706	Design Strengths of Materials	NO		
1707	Alternative Testing Procedures	NO		
1708	In-Situ Load Tests	NO		
1709	Preconstruction Load Tests	NO		

Items Requiring Structural Observation

	No	Structure classified as Risk Category IV		No	Structure is > 75 ft above grade plane
	No	Structural is a high-rise building		No	Structure is > three stories above grade plane
Yes		Required by RDPIRC for Structural Design		No	Elevated post-tension concrete structure
Yes		Required by the Building Official		No	Structure prefab deferred units & connection

THE STRUCTURAL DOCUMENTS REPRESENT THE FINISHED STRUCTURE. TOTAL PROJECT DEFINITION (AND THEREFORE THE DEFINITION OF ALL REQUIREMENTS) WILL BE PROVIDED BY COMBINING ALL DOCUMENTS WITH THE STRUCTURAL DOCUMENTS. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS WHICH WILL AFFECT THE FABRICATION OF COMPONENTS FOR NEW CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION. UNLESS OTHERWISE INDICATED, THE DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT THE SAFETY OF THE PUBLIC ALONG WITH THE SAFETY OF THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO BRACING AND SHORING OF DEAD LOADS, CONSTRUCTION LOADS, AND WIND LOADS. THE CONTRACTOR WILL BE REQUIRED TO CORRECT AT HIS/HER OWN EXPENSE ANY SUBSTANCE STRUCTURAL DAMAGE OR OTHER OBJECTIONABLE CONDITIONS CAUSED BY HIS/HER OPERATIONS.

Date	Description	Revision

BRANDON T. KING
140320

AXIS STRUCTURAL
1343 CENTRAL PARKWAY N., SUITE 131
SAN ANTONIO, TEXAS 78232
PHONE (210) 824-2924
FIRM NO. F-17115
AXISSTRUCTURAL.COM

City of Bastrop
1311 Chestnut
Bastrop, Texas 78602

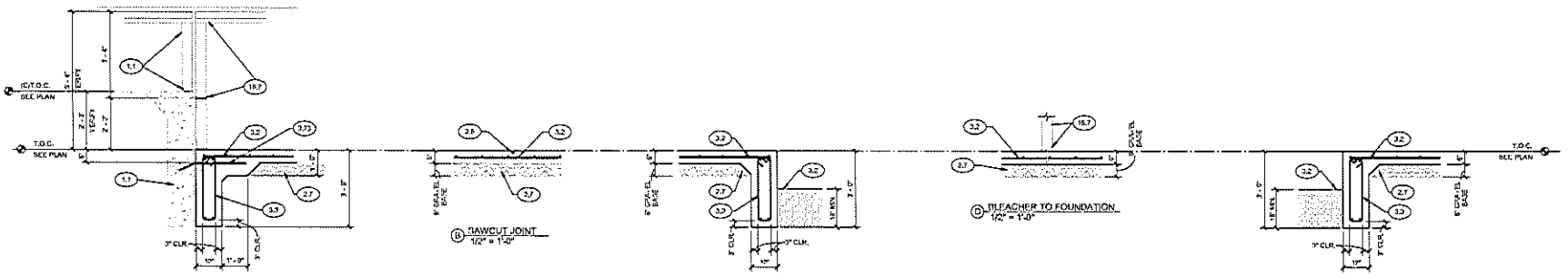
Foundation Plan

Mayfest Park Bleacher Foundation
25 American Legion Drive
Bastrop, Texas 78602

DRAWN BY	MA
PROJECT NO.	25141.0
DATE	May 13, 2025
SHEET NO.	S-1.1

Keynotes

1.1	Existing construction to remain.
2.7	6" of compacted gravel or compacted sub base.
3.2	#4 at 18 inches on center each way centered in concrete slab thickness. Extend slab reinforcing in top outside perimeter beam 6in. Start slab steel spacing not more than 6 inches from top inside beam bar and not more than 1 1/2 inches from slab edges along Stemwalls or brothels. Add 3-#4 diagonal bars x 4' long above typical slab reinforcing at all slab interior corners. Add #4 "Z" bars at 12 inches on center where slab steps down greater than 3 inches. Install bars around all slab beam-out edges where main slab reinforcing bars are cut creating a discontinuous line of steel.
3.3	12" wide grade beam reinforcing shall be: 2- #5 continuous bars top and bottom with #3 closed ties at 18 inches on center. 1'-6" to 2'-0" wide grade beam reinforcing shall be: 3- #5 continuous bars top and bottom with #3 closed ties at 18 inches on center. Grade beams wider than 2'-0" shall be reinforced with: #5 continuous bars top and bottom at 8" on center with #3 closed ties at 18 inches on center. Start stirrup spacing at ends of horizontal beam bars. Lap #5 "Z" bars to horizontal bars where beam steps down greater than 3". Lap 3- #5 corner bars top and 3- #5 corner bars bottom as horizontal beam bars at all beam corners, and dowel end beam intersections. For beams with depth exceeding 3'-0", add #4 continuous mid-height horizontal bars at each beam face at 12" on center.
3.5	3/16" wide saw cut joints. Joints shall be cut 4 to 8 hours after concrete is set and shall be a minimum of at least 1/4 of the slab thickness in depth. Reinforcement shall be continuous through sawed joints. If saw cuts with ELASTO 250 SwellJoint (Industrial Blend joint filler as manufactured by the Euclid Chemical Company. Follow manufacturers recommendations and directions for application of product.
3.75	#4 dowel x 24" long drilled and epoxied 6" into existing edge of concrete and epoxied with Hilti HIT-HY 200 V3 epoxy adhesive. Space dowels at 24" on center.
10.7	Pre-engineered aluminum bleachers - refer to vendor.



A GRADE BEAM TO EXISTING
1/2" = 1'-0"

B SAWCUT JOINT
1/2" = 1'-0"

C FOUNDATION AT GRADE BEAM
1/2" = 1'-0"

D BLEACHER TO FOUNDATION
1/2" = 1'-0"

E TYPICAL EXTERIOR GRADE BEAM
1/2" = 1'-0"

Revision	Description	Date

BRANDON T. KING
140320
LICENSED
STATE OF TEXAS
PROFESSIONAL ENGINEER

AXIS STRUCTURAL
1345 CENTRAL EXPRESSWAY N., SUITE 111
RICHARDSON, TEXAS 75074
PHONE: (972) 521-2555
FIRM NO. F-11113
AXISSTRUCTURAL.COM

City of Bastrop
1311 Chestnut
Bastrop, Texas 78602

TYPICAL STRUCTURAL SECTIONS AND DETAILS

Mayfest Park Bleacher Foundation
25 American Legion Drive
Bastrop, Texas 78602

DRAWN BY	Author
PROJECT NO	25141.0
DATE	May 13, 2026
SHEET NO	S-2.1

THE STRUCTURAL CONSTRUCTION DRAWINGS AND THE ENGINEER'S STRUCTURAL SPECIFICATIONS REPRESENT ALL REQUIREMENTS IN COMPLIANCE WITH THE STRUCTURAL ISSUES WITH THE CONSTRUCTION THAT SHALL AFFECT THE FABRICATION OF COMPONENTS PRIOR TO THE START OF CONSTRUCTION AND ALL OTHER PHASES OF CONSTRUCTION WHICH WILL AFFECT THE FABRICATION OF COMPONENTS PRIOR TO THE START OF CONSTRUCTION UNLESS OTHERWISE INDICATED, THE CONTRACTS DO NOT INCLUDE THE METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT THE SAFETY OF THE PUBLIC ALONG WITH THE SAFETY OF THE STRUCTURE DURING CONSTRUCTION, SUCH MEASURES INCLUDE BUT ARE NOT LIMITED TO BRACING AND SHORING OF WORK UNDER CONSTRUCTION AND ADJACENT STRUCTURES, TEMPORARY SUPPORTS, AND OTHER ITEMS. ENGINEER OF RECORD IS NOT RESPONSIBLE FOR CONSTRUCTION

EXHIBIT A-3

House Bill 89 Verification

(*See Attached*)

House Bill 89 Verification Form

I, _____(printed person's name), the undersigned representative of (Company or Business name)_____ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

6/22/2026 _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 22 **day of** June, **20**26, **personally appeared** William Cook, **the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.**

NOTARY SEAL _____

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**

B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**

C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.

D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.

F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.

G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.

J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.

K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.

L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.

N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop
Parks Department
1311 Chestnut Street
Bastrop, TX 78602

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.
Coverages Required & Limits (Figures Denote Minimums)

_X_ Workers' Compensation Statutory limits, State of TX.
_X_ Employers' Liability $500,000 per employee per disease / $500,000 per employee per accident / $500,000 by disease aggregate

_X__ Commercial General Liability:

	__ Very High/High Risk	_X_ Medium Risk	___ Low Risk
Each Occurrence	$1,000,000	$500,000	$300,000
Fire Damage	$300,000	$100,000	$100,000
Personal & ADV Injury	$1,000,000	$1,000,000	$600,000
General Aggregate	$2,000,000	$1,000,000	$600,000
Products/Compl Op	$2,000,000	$500,000	$300,000
XCU	$2,000,000	$500,000	$300,000

_X__ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

__Very High/ High Risk	_X_ Medium Risk	___ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
$1,000,000 Bodily	$500,000 Bodily	$300,000 Bodily

___ Garage Liability for BI & PD
$1,000,000 each accident for Auto, $1,000,000 each accident Non-Auto
$2,000,000 General Aggregate

___Garage Keepers Coverage (for Auto Body & Repair Shops)
$500,000 any one unit/any loss and $200,000 for contents

___ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:
Contract value less than $1,000,000: **not required**
Contract value between $1,000,000 and $5,000,000: **$4,000,000 is required**
Contract value between $5,000,000 and $10,000,000: **$9,000,000 is required**
Contract value between $10,000,000 and $15,000,000: **$15,000,000 is required**
Contract value above $15,000,000: **$20,000,000 is required**
Excess coverage over $10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

X_ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.
Minimum limits of $1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

___ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

___ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)
$1,000,000 each occurrence
$2,000,000 aggregate

___ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

Client#: 55713 WJCCON

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rachelle Lehmann
The Nitsche Group 143 East Austin Giddings, TX 78942-3289 979 542-3666	PHONE (A/C, No, Ext): 979 540-2255 FAX (A/C, No): E-MAIL ADDRESS: RachelleL@TheNitscheGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : Continental Insurance Company	35289
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : The Hanover Insurance Company	22292
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
WJC Constructors Services, LLC
PO Box 104
Smithville, TX 78957-0104

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			8033376395	08/10/2025	08/10/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:1,000						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			BUA8033372900	08/10/2025	08/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUE8033379782	08/10/2025	08/10/2026	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001324906	05/09/2026	05/09/2027	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Pollution Liab			8033376395	08/10/2025	08/10/2026	$1,000,000 ea incident	
D	Inland Marine			IHDM12100100	08/10/2025	08/10/2026	Rented/Leased $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Bastrop CONCRETE BLEACHER FOUNDATION - MAYFEST ARENA

As per policy provision, Certificate Holder is listed as additional insured in regard to the general liability policy as provided by additional insured endorsement when required by written contract. The umbrella policy is follow form, subject to policy terms, conditions and exclusions. General liability, auto and workers compensation policies include(s) a 30 Days Notice of Cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

CERTIFICATE HOLDER

City of Bastrop Parks and Recreation Department
C/O Director of Parks and Recreation
1311 Chestnut Street
Bastrop, TX 78602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RJ. Nitsche

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ACCT. #: 995-23-00-6070 - 202-BLEACHE
APPROVAL: Jason Alfaro
Jason Alfaro (Aug 3, 2026 15:23:40 CDT)
PARKS AND RECREATION
DATE: 07/27/2026
P.O. #: 26-05078
VENDOR #: V001508

CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

CITY OF BASTROP, TEXAS

Concrete Bleacher Foundation Mayfest Arena

Application No.: 1

Application Period: 7/9/26 - 7/23/26

To:	From:	Via:
OWNER City of Bastrop 1311 Chestnut St. Bastrop, TX. 78602	CONTRACTOR WJC Constructors Services, LLC PO Box 104 Smithville, TX 78957	ENGINEER

APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

APPROVED CHANGE ORDERS

No.	Date Approved	Additions	Deductions
1	July 20, 2026	$ 11,850.00	
TOTALS		$ 11,850.00	$0.00
Net Change by CO		$ 11,850.00	

1. TOTAL CONTRACT CALENDAR/WORKING DAYS	10
2. % TIME USED TO DATE	0%
3. ADDITIONAL DAYS PER CHANGE ORDER	0
4. % OF TOTAL CONTRACT COMPLETED TO DATE	0.00%
5. ORIGINAL CONTRACT SUM	$82,000.00
6. NET CHANGE BY CHANGE ORDERS	$11,850.00
7. CONTRACT SUM TO DATE	$93,850.00
8. TOTAL COMPLETED & STORED TO DATE	$93,850.00
9. RETAINAGE @ 10%	$0.00
10. AMOUNT ELIGIBLE TO DATE	$93,850.00
11. LESS PREVIOUS PAYMENTS	$0.00
12. AMOUNT DUE THIS APPLICATION	$93,850.00
9. BALANCE TO FINISH (Not including Retainage)	$0.00

WORK COMPLETE: 0.00%

SUBSTANTIAL COMPLETION (Earthwork, Paving, Concrete, Trenching for Irrigation, Separation Fence):

SUBSTANTIAL COMPLETION (All Remaining Work Not Listed Above):

FINAL COMPLETION:

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WJC Constructors Services, LLC
By: [signature] Date: 7-23-26

City of Bastrop
By: Date:

City of Bastrop
By: Date:

PAYMENT OF IS RECOMMENDED $93,850.00

By: Date:

City of Bastrop
By: Date:

CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

CITY OF BASTROP, TEXAS

Concrete Bleacher Foundation Mayfest

Application No.: 1 Arena **Application Period:** 7/9/26 - 7/23/26

To:	From:	Via:
OWNER City of Bastrop 1311 Chestnut St. Bastrop, TX. 78602	**CONTRACTOR** WJC Constructors Services, LLC PO Box 104 Smithville, TX 78957	**ENGINEER**

APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

APPROVED CHANGE ORDERS

No.	Date Approved	Additions	Deductions
1	July 20, 2026	$ 35,850.00	
	TOTALS	$ 35,850.00	$0.00
	Net Change by CO	$ 35,850.00	

1. TOTAL CONTRACT CALENDAR/WORKING DAYS	10
2. % TIME USED TO DATE	0%
3. ADDITIONAL DAYS PER CHANGE ORDER	0
4. % OF TOTAL CONTRACT COMPLETED TO DATE	0.00%
5. ORIGINAL CONTRACT SUM	$82,000.00
6. NET CHANGE BY CHANGE ORDERS	$35,850.00
7. CONTRACT SUM TO DATE	$117,850.00
8. TOTAL COMPLETED & STORED TO DATE	$117,850.00
9. RETAINAGE @ 10%	$0.00
10. AMOUNT ELIGIBLE TO DATE	$117,850.00
11. LESS PREVIOUS PAYMENTS	$0.00
12. AMOUNT DUE THIS APPLICATION	$117,850.00
9. BALANCE TO FINISH (Not Including Retainage)	$0.00

WORK COMPLETE: 0.00%

SUBSTANTIAL COMPLETION (Earthwork, Paving, Concrete, Trenching for Irrigation, Separation Fence):

SUBSTANTIAL COMPLETION (All Remaining Work Not Listed Above):

FINAL COMPLETION:

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WJC Constructors Services, LLC	
By:	Date: 7-23-26

City of Bastrop	
By:	Date:

City of Bastrop	
By:	Date:

PAYMENT OF IS RECOMMENDED $117,850.00

By:	Date:

City of Bastrop	
By:	Date:

WJC Constructors Services, LLC
512.947.7077
PO Box 104
Smithville, TX 78957

Invoice

Date	Invoice #
7/23/26	1878

Bill To
City of Bastrop Bastrop City Hall 1311 Chestnut St. Bastrop0, Texas 78602

P.O. No.	Terms	Project
	Due on receipt	

Description	Qty	Rate	Amount
240' Handrails		24,000.00	24,000.00T

Thank you for your business!

Subtotal	$24,000.00
Sales Tax (0.0%)	$0.00
Total	$24,000.00
Payments/Credits	$0.00
Balance Due	$24,000.00

CITY OF BASTROP, TEXAS

PROPOSED RESOLUTION NO. R-2026-155

Meeting date: November 3, 2026

Agenda item: WJC New Construction Services Agreement

CITY OF BASTROP, TEXAS
RESOLUTION NO. R-2026-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A NEW CONSTRUCTION SERVICES AGREEMENT WITH WJC CONSTRUCTION SERVICES LLC IN THE AMOUNT OF $15,350.00 FOR COMPLETION OF MAYFEST PARK/ARENA IMPROVEMENTS; FINDING THAT THE PROCUREMENT IS NECESSARY TO PRESERVE OR PROTECT THE PUBLIC HEALTH AND SAFETY UNDER TEX. LOC. GOV'T CODE SECTION 252.022(2); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop contracted with WJC Construction Services LLC to perform foundation work for the Mayfest Park/Arena bleacher installation under an original contract amount of $82,000.00; and

WHEREAS, additional work was performed beyond the original contract scope and beyond the 25 percent statutory change-order cap permitted under Texas Local Government Code Section 252.048, resulting in $15,350.00 of work that cannot be ratified as a change order under that section; and

WHEREAS, Texas law provides that expenditures exceeding the change order cap must be treated as a *new procurement*, unless exempt from competitive bidding under Texas Local Government Code Section 252.022; and

WHEREAS, the City Council finds that the additional work performed—and required to close out the Mayfest Park/Arena improvements—is necessary to preserve and protect the public health and safety of residents due to essential repairs and conditions that, if left incomplete, pose risks of injury to users of the facility; and

WHEREAS, Section 252.022(2) of the Texas Local Government Code exempts from competitive bidding contracts for purchases necessary to preserve or protect the public health or safety of the municipality's residents; and

WHEREAS, the City Council finds in good faith, and hereby declares, that the conditions present at the Mayfest Park/Arena bleacher site constitute a legitimate public safety concern and that the acquisition of services from WJC Construction Services LLC in the amount of $15,350.00 is necessary to mitigate risks and complete essential repairs; and

WHEREAS, although contractors who rely on unauthorized notices to proceed do so at their own risk, the governing body retains authority to approve such work as a new contract when supported by legally required findings; and

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

SECTION 1. Findings. The City Council hereby adopts the foregoing recitals as findings of fact. The Council further finds that the additional work in the amount of $15,350.00 is necessary to protect the **public health** and

safety under Texas Local Government Code Section 252.022(2) and is therefore exempt from competitive bidding requirements.

SECTION 2. Approval of New Procurement. The City Council approves a new Construction Services Agreement with WJC Construction Services LLC in the amount of $15,350.00 for the completion of improvements to the Mayfest Park/Arena bleacher foundation and associated safety-related repairs.

SECTION 3. Authorization. The City Manager is authorized to execute the agreement and take all actions necessary to implement this Resolution, subject to City Attorney and Finance review, verification of satisfactory completion, and confirmation of available appropriations.

SECTION 4. Severability. If any provision of this Resolution is held invalid, the remainder shall continue in full force and effect.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Adoption date: [Adoption date]

Council vote: [Council vote]

APPROVED:

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

STAFF REPORT

MEETING DATE: November 3, 2026

TITLE:

Consider and act on Resolution no. 2026-155 in support of a public hearing regarding data centers before the Texas Commission on Environmental Quality.

AGENDA ITEM SUBMITTED BY:

Submitted by: Cynthia Sanders-Meyer and Perry Lowe, Councilmembers

BACKGROUND/HISTORY:

A public meeting regarding data centers was to occur in October and the Bastrop Convention Center. It would have been an opportunity for residents to speak to data center representatives and allow the council to inform themselves regarding the topic and before a resolution to the TCEQ was drafted. The meeting did not occur, therefore the resolution will move forward.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Example resolution approved by Commissioner's Court