Bastrop, TX City Council Meeting Agenda

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

October 27, 2026

Regular 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 Regular 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 - Shooter Goertz 4th Grade and Sally Samaniego 5th Grade - Colony Oaks Elementary Safety Patrol

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

3. INVOCATION - Pastor John Bishop, Jesus in the Park Ministry

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. Life Saving Award presented to Fire Department and EMS

5. WORK SESSIONS/BRIEFINGS

5A. SH 71 Readdressing Committee Update

Submitted by: John Kirkland, Mayor Pro-Tem

6. STAFF AND BOARD REPORTS

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. 2026-39, 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

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

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 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

8F. Consider and act on Resolution No. R-2026-146, authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund.

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

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

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

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

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

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)

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

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

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

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

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.

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 21, 2026 at 5:00 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

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Staff is amending the existing Municipal Service Plan to clarify the section titled Fire. The existing fire service is being transferred from Bastrop County ESD #2 to the City of Bastrop Fire Department. Exhibit A is the amended Municipal Service Plan.

RECOMMENDATION:

Approve the second reading of Ordinance No. 2026-39.

ATTACHMENTS:

1. Ordinance No. 2026-39
2. Exhibit A – Municipal Service Plan

ORDINANCE 2026-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE MUNICIPAL SERVICE PLAN FOR +/-169.971 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, CONVEYED TO PALMS 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 169.971 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 +/-169.971 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

Owner: PALMS PROPERTIES LLC
Parcel Acreage +/-169.971 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:	Property Owner:
_____	_____
Ismael Harris, Mayor	PALMS PROPERTIES LLC

Survey

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

169.971 ACRES
BASTROP COUNTY, TEXAS

EXHIBIT "A"

A DESCRIPTION OF A 169.971 ACRES IN THE NANCY BLAKEY SURVEY, A-98 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 391.394 ACRE TRACT CONVEYED TO JOHN DALE WEAVER IN A SPECIAL WARRANTY DEED DATED MARCH 31, 2009, AND RECORDED IN VOLUME 1903, PAGE 237, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT), SAVE AND EXCEPT THEREFROM, THAT CERTAIN 0.013 ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NO. 201903110, OPRBCT; SAID 169.971 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the southeast right-of-way line of F.M. Highway No. 20 (100' right-of-way width), being a northwest corner of said 391.394 acre tract, being also the southwest corner of a 42.697 acre tract described in Volume 2297, Page 496, Deed Records, Bastrop County, Texas (DRBCT);

THENCE with the common line of said 391.394 acre tract and said 42.697 acre tract, the following three (3) courses and distances:

1. North 87°42'33" East, a distance of 2581.84 feet to a 1/2" rebar with "Chaparral" plastic cap found for the southeast corner of said 42.697 acre tract;

2. North 00°51'41" West, a distance of 793.29 feet to a 1/2" rebar found;

3. North 01°22'25" West, a distance of 773.46 feet to a 1/2" rebar with "Chaparral" plastic cap set in the south right-of-way line of State Highway No. 71 (right-of-way width varies), being a northwest corner of said 391.394 acre tract, being also the northeast corner of said 42.697 acre tract, from which a rebar with illegible plastic cap found, bears North 01°22'25" West, a distance of 0.36 feet and additional 1/2" rebar found, bears North 82°05'52" West, a distance of 0.45 feet;

THENCE North 87°46'17" East, with the south right-of-way line of State Highway No. 71 and the north line of said 391.394 acre tract, at a distance of 410.76 feet passing a rebar with "TXDOT" aluminum cap found, and continuing for a total distance of 710.76 feet to a cotton spindle with washer set at the intersection of the south right-of-way line of State Highway No. 71 and the west right-of-way line of Bear Hunter Drive (40' right-of-way width) as shown on Bear Hunter Drive Phase 1, a subdivision of record in Cabinet 5, Slide 120-A, Plat Records, Bastrop County, Texas (PRBCT), Hunters Crossing Section Seven B, a subdivision of record in Cabinet 5, Slide 113-A, PRBCT, Hunters Crossing Section Four B, a subdivision of record in Cabinet 4, Slide 187-A, PRBCT, and Hunters Crossing Section Three G, a subdivision of record in Cabinet 5, Slide 11-A, PRBCT, being also a northeast corner of said 391.394 acre tract, from which a rebar with "TXDOT" aluminum

143-023-TR1-NORTH.docx

UNOFFICIAL DOCUMENT

EXHIBIT "A"

cap found in the south right-of-way line of State Highway No. 71, bears North 87°46'17" East, a distance of 720.01 feet;

THENCE South 01°03'03" East with the west right-of-way line of Bear Hunter Drive and the east line of said 391.394 acre tract, passing a rebar with "TJ Dodd 1882" plastic cap found at a distance of 2271.70 feet and continuing for a total distance of 3241.75 feet to a rebar with illegible plastic cap found for the southwest termination of Bear Hunter Drive, being on or near the north line of the Mozea Rouseau Survey, A-56, and the south line of said Nancy Blakey Survey, A-98;

THENCE South 88°00'01" West, crossing said 391.394 acre tract, generally along said survey lines, a distance of 3936.56 feet to a fence post found for a reentrract corner of said 391.394 acre tract;

THENCE South 87°16'48" West with the south line of said 391.394 acre tract, a distance of 331.20 feet to a fence post found in the southeast right-of-way line of F.M. Highway No. 20, from which a 1/2" rebar found, bears North 67°27'37" East, a distance of 1.15 feet;

THENCE North 29°08'16" East with the southeast right-of-way line of F.M. Highway No. 20 and the northwest line of said 391.394 acre tract, a distance of 1942.87 feet to the **POINT OF BEGINNING**, containing 169.971 acres of land, more or less.

Surveyed on the ground January 2, 2017, January 26, 2019, and February 11, 2019.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, US Survey Feet.

Attachments: Drawing 143-023-TR1-NORTH

12 March 2019

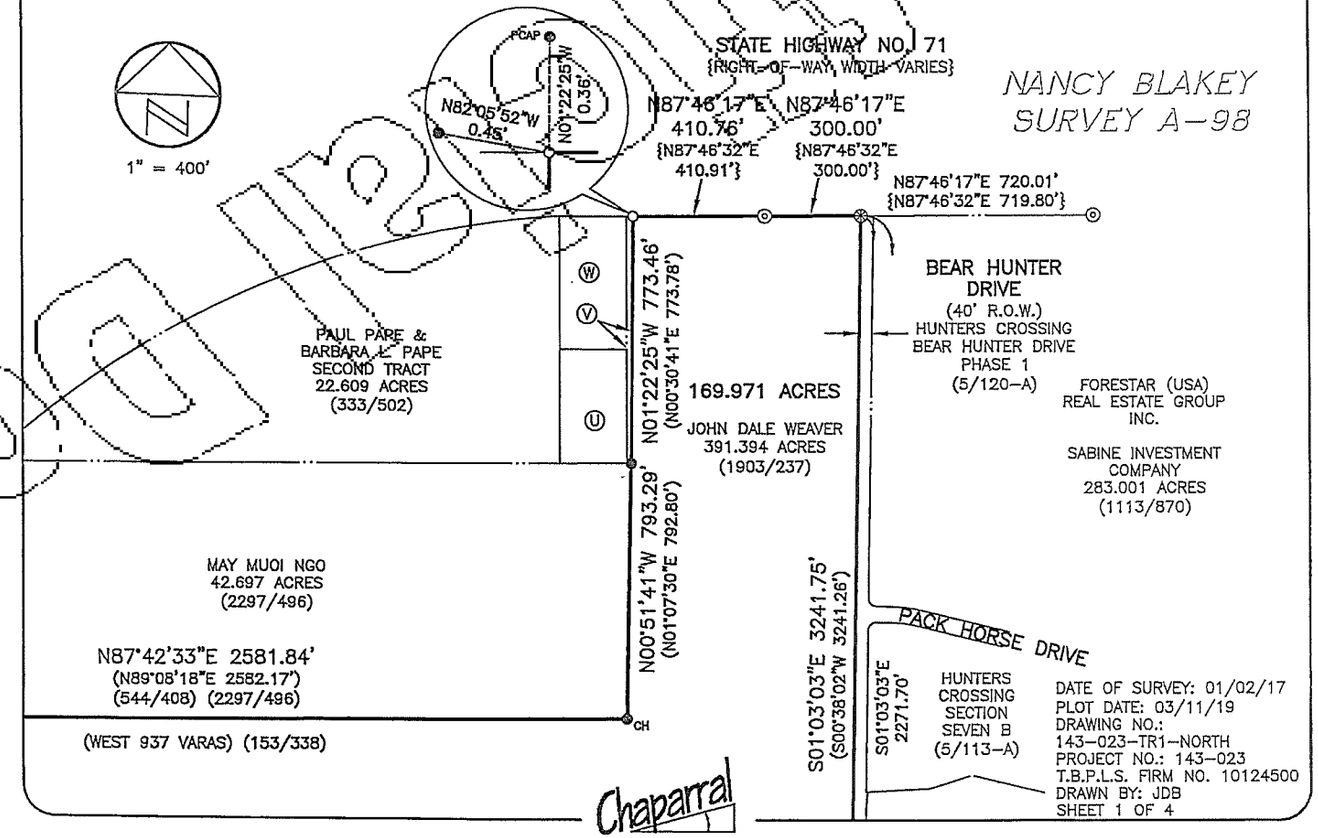
Bryan D. Newsome
Registered Professional Land Surveyor
State of Texas No. 5657
T.B.P.L.S. Firm No. 10124500

STATE OF TEXAS
REGISTERED
BRYAN D. NEWSOME
5657
PROFESSIONAL
LAND SURVEYOR

143-023-TR1-NORTH.docx

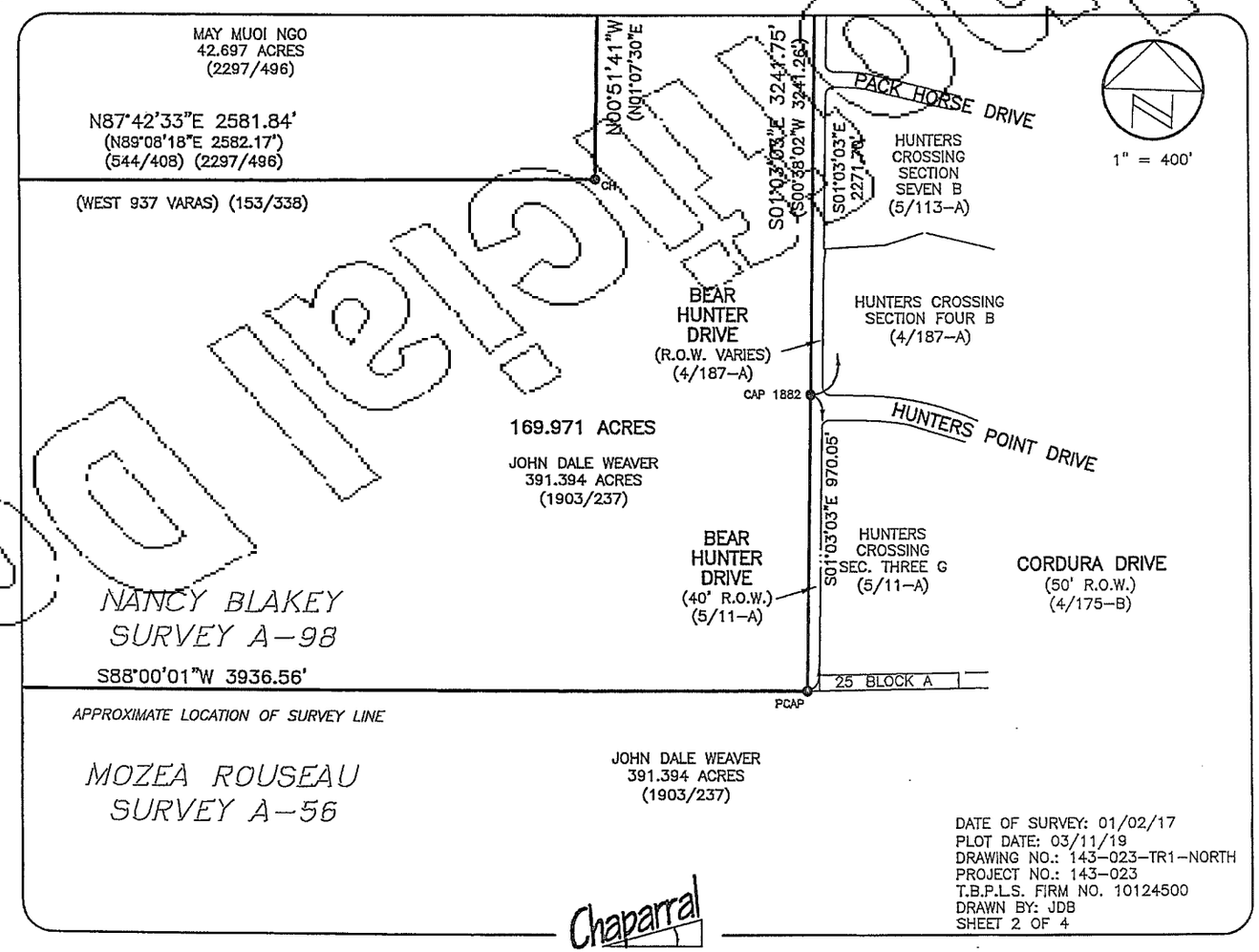
UNOFFICIAL DOCUMENT

A SKETCH TO ACCOMPANY A DESCRIPTION OF A 169.971 ACRES IN THE NANCY BLAKEY SURVEY, A–98 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A 391.394 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 0.013 ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NO. 201903110, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.



DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.:
143–023–TR1–NORTH
PROJECT NO.: 143–023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 1 OF 4

DRAFT



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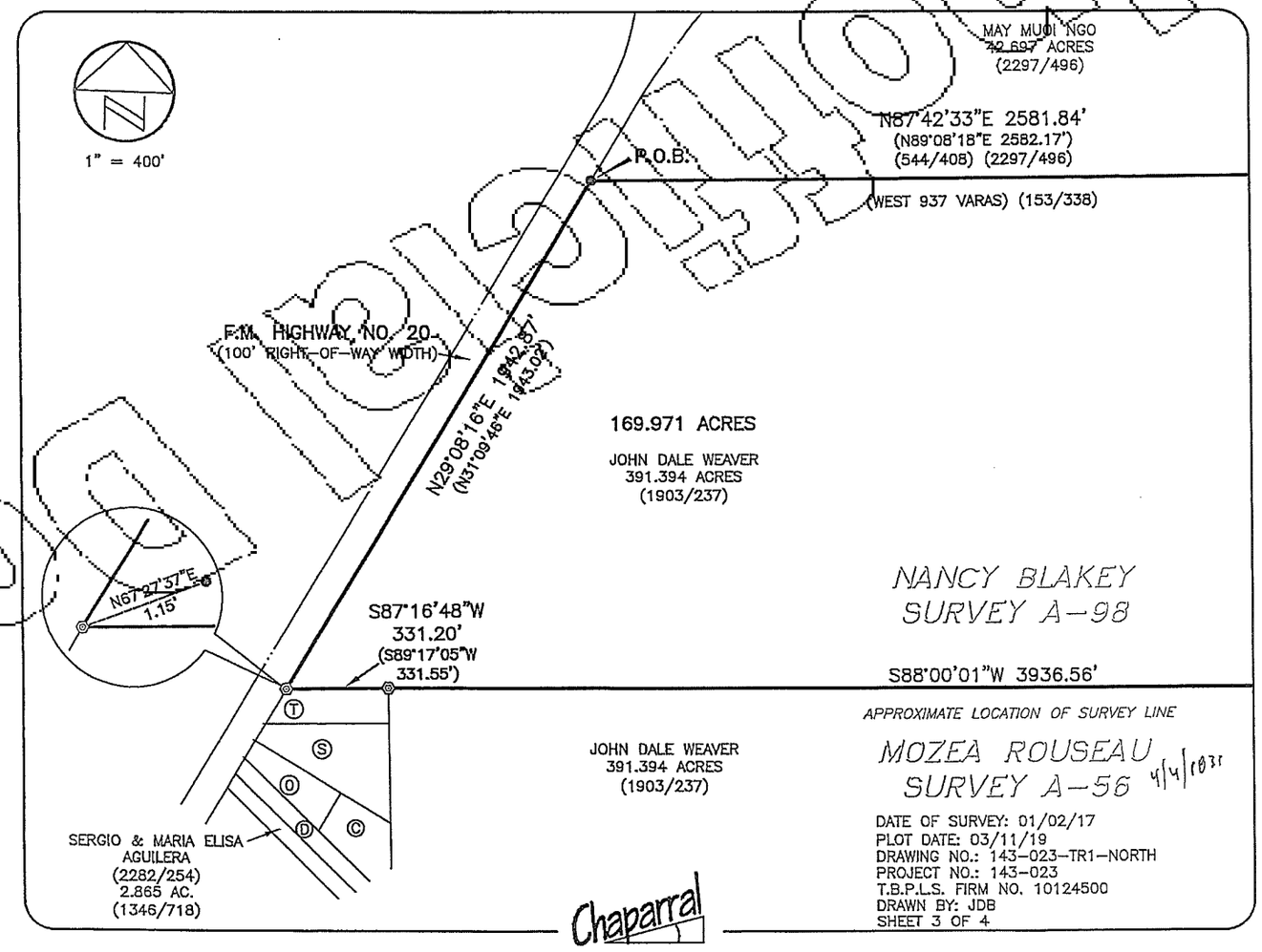


UNOFFICIAL DOCUMENT

Ⓒ
LINDA DIANN WASHINGTON
(1935/287)
1.00 AC.
(321/339)

Ⓓ
LINDA DIANN WASHINGTON
(1935/287)
1.00 AC.
(677/37)

Ⓓ
RICKY JAMES ALDRIDGE
(1266/635)
2.0 AC. (173/403)
S. & E. 1.0 AC. (321/337)

Ⓢ
EARLINE WILLIAMS
2.00 AC.
(122/629)

Ⓣ
JEWELL WILLIAMS
1.00 AC.
(NO RECORD)

Ⓤ
PAUL PAPE &
BARBARA L. PAPE
1.706 ACRES
(1389/372)

Ⓥ
MAY MUOI NGO
42.697 ACRES
(2297/496)

Ⓦ
PAUL PAPE &
BARBARA L. PAPE
FIRST TRACT
2.000 ACRES
(333/502)

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
⊛	COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
⊚	FENCE POST FOUND
( )	RECORD INFORMATION
{ }	RECORD INFORMATION FROM TXDOT R.O.W. MAPS

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, US SURVEY FEET.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
143-023-TR1-NORTH

Chaparral

DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.: 143-023-TR1-NORTH
PROJECT NO.: 143-023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 4 OF 4

UNOFFICIAL DOCUMENT

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:
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.

AGENDA ITEM SUBMITTED BY:
James E. Cowey, Director of Development Services

BACKGROUND/HISTORY:

The property owner, Palms Properties, LLC, submitted a petition for voluntary annexation on June 10, 2026. The tract being annexed consists of approximately 221.825 acres currently located within the Bastrop Extraterritorial Jurisdiction (ETJ), contiguous to and immediately south of an existing 169.971-acre tract located within the Bastrop city limits. Together, the combined ~391.796-acre property is collectively referred to as “Bastrop West.”

The Bastrop West development has also concurrently submitted a Planned Development District (PDD) zoning application, which is actively under review. The Bastrop West PDD proposes a medical mall complex and a Hotel and Convention Center as a P3 with the City of Bastrop under the city’s Qualified Hotel Project legislation. However, upon annexation, the property will be designated as rural residential in accordance with the Bastrop Development Code until the PDD zoning process is complete.

FISCAL IMPACT:
N/A

CITY COUNCIL:
The City Council held a public hearing on October 13, 2026 and made a motion to approve the first 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. The motion passed unanimously.
RECOMMENDATION:

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.

ATTACHMENTS:

1. Ordinance No. 2026-19
2. Exhibit A: Survey and Metes and Bounds Description
3. Exhibit B: Municipal Annexation Service Plan

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND BEING +/-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; 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, on or about June 10, 2026, Palms Properties, LLC (the "owner") submitted a petition for voluntary annexation of a portion of a 391.394 acre tract, described as +/-221.825 acres in the Mozea Rouseau Survey, A-56 in Bastrop County, Texas, known as "Bastrop West", located east of FM 20, and south of State Highway 71, within the Extraterritorial Jurisdiction as shown in Exhibit "A" (the property), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, upon annexation, the property shall be zoned to a default zoning of Rural Residential, in accordance with Section 14.13.002 – Zoning Procedures of the Bastrop Development Code; and

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

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

WHEREAS, 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 Ordinance No. 2026-19, annexing +/-221.825 acres in the Mozea Rouseau survey, A-56 in Bastrop County, Texas, known as "Bastrop West", located east of FM 20 as described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A Service Plan prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit "B" and incorporated here 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 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. The City Secretary is hereby directed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 4. 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 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 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 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 by the City Council of the City of Bastrop, on this, the 13th day of October 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, 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.

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 103
Austin, Texas 78735

221.825 ACRES
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 221.825 ACRES IN THE MOZEA ROUSEAU SURVEY, A-56, IN BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 221.804 ACRE TRACT CONVEYED TO PALMS PROPERTIES LLC IN DOCUMENT NO. 202401151, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 221.825 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar with illegible plastic cap found on the north line of said 221.804 acre tract for the southwest termination of Bear Hunter Drive as shown on Hunters Crossing Section Three G plat recorded in Volume 5, Page 11-A, Plat Records of Bastrop County, Texas, and the southeast corner of a called 169.971 acre tract conveyed to Palms Properties LLC in Document No. 201903965, Official Public Records of Bastrop County, Texas, from which a cotton spindle found on the south right-of-way line of State Highway 71 being the northeast corner of said called 169.971 acre tract bears North 01°03’04” West a distance of 3241.67 feet;

THENCE North 87°01'20" East with the north line of said 221.804 acre tract and the south termination of Bear Hunter Drive, the south line of Lot 25, Block A, of said Hunters Crossing Section Three G, and the south line of Hunters Crossing Section Three D, a subdivision of record in Cabinet 4, Slide 175-B, PRBCT, a distance of 1403.24 feet to a 1/2” rebar found for a northeast corner of said 221.804 acre tract, being the southeast corner of Lot 12, Block D, of said Hunters Crossing Section Three D, being the southwest corner of Hunters Crossing Section Three A, a subdivision of record in Cabinet 4, Slide 111-B, PRBCT, being also the northwest corner of a 126.297 acre tract described in Volume 580, Page 770, DRBCT;

THENCE South 00°29'18" East with the east line of said 221.804 acre tract and the west line of said 126.297 acre tract, a distance of 1688.25 feet to a 5/8” rebar found in the north line of a 19.168 acre tract described in Volume 1616, Page 351, DRBCT;

THENCE South 88°47'28" West with the south line of said 221.804 acre tract and the north line of said 19.168 acre tract, a distance of 1037.66 feet to a 5/8” rebar found for the northwest corner of said 19.168 acre tract;

THENCE South 01°51'22" East with the east line of said 221.804 acre tract, the west line of said 19.168 acre tract, and the west line of a 2.068 acre tract described in Volume 916, Page 474, DRBCT, a distance of 567.44 feet to a 5/8” rebar found for the northeast corner of Lot 4, Lone Star Acres, a subdivision of record in Cabinet 4, Slide 14A, PRBCT;

THENCE South 87°39'02" West with the south line of said 221.804 acre tract, the north line of Lots 1 and 4, of said Lone Star Acres and the north line of a 34 acre tract described in Volume 88, Page 259, DRBCT, a distance of 1720.98 feet to a 1/2” rebar found for the northwest corner of said 34 acre tract, being the northeast corner of a 9 acre tract described in Volume 109, Page 619, DRBCT, being also the southeast corner of a 2 acre tract described in Volume 252, Page 527, DRBCT;

THENCE North 02°14'58" West, with the east line of said 2 acre tract and the east line of a 2 acre tract described in Volume 109, Page 598, DRBCT, a distance of 632.63 feet to a 1/2” rebar with “Chaparral” plastic cap found for the northeast corner of said 2 acre tract described in Volume 109, Page 598;

THENCE South 86°44'08" West with the south line of said 221.804 acre tract and the north line of said 2 acre tract described in Volume 109, Page 598, and the north line of a 2.072 acre tract described in Volume 313, Page 862, DRBCT, for a distance of 640.14 feet to a 1/2” rebar found for the northwest corner of same, being the northeast corner of a 1.1 acre tract described in Volume 193, Page 289, DRBCT;

THENCE South 87°57'09" West, with the south line of said 221.804 acre tract for a distance of 1876.68 feet to a 5/8” rebar found for a southwest corner of said 221.804 acre tract, being the northwest corner of said 9.0 acre tract described in Volume 1827, Page 66, being also the northeast corner of a 6.691 acre tract of land described in Volume 1019, Page 747, DRBCT, being also the southeast corner of a 2.865 acre tract of land described in Volume 2282, Page 254, DRBCT;

THENCE North 02°33’35” West with the west line of said 221.804 acre tract and the apparent east line of said 2.865 acre tract, a distance of 199.13 feet to a 1/2" rebar with “Chaparral” cap found for the southwest corner of said 0.013 acre tract;

THENCE with the common line of said 0.013 acre tract and said 221.804 acre tract, the following four (4) courses and distances:

1. South 89°51'24" East, a distance of 2.48 feet to a 1/2" rebar with "Chaparral" cap found;

2. North 02°42'19" East, a distance of 42.26 feet to a 1/2" rebar with "Chaparral" cap found;

3. North 02°11'59" West, a distance of 61.67 feet to a 1/2" rebar with "Chaparral" cap found;

4. South 87°53'49" West, a distance of 6.69 feet to a 1/2" rebar with “Chaparral” cap found for the northwest corner of said 0.013 acre tract

EXHIBIT A

THENCE North 02°32’37” West, with the west line of the 221.804 acre tract for a distance of 1308.12 feet to a fence post found on the south line of said 169.971 acre tract for the northwest corner of said 221.804 acre tract, and the northeast corner of a 1.00 acre tract conveyed to Jewell Williams (no recording information available);

THENCE North 88°00'26" East with the south line of said 169.971 acre tract, a distance of 3936.17 feet to the **POINT OF BEGINNING**, containing 221.825 acres of land, more or less.

Surveyed on the ground July 22, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, US Survey Feet.

Attachments: Drawing 143-023-221AC-2026

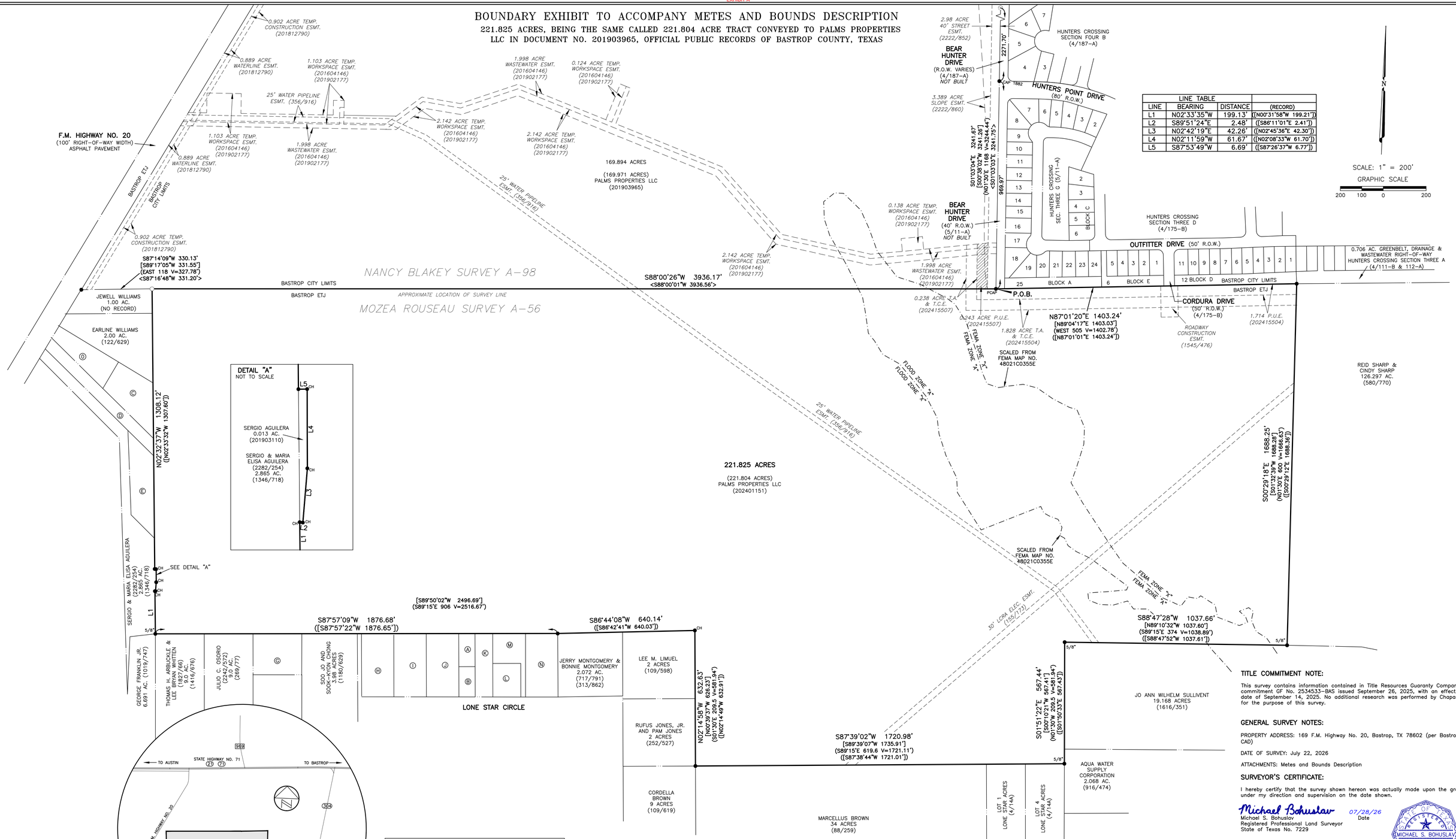
Michael Bohuslav *07/28/26*
Michael S. Bohuslav
Registered Professional Land Surveyor
State of Texas No. 7229
T.B.P.L.S. Firm No. 10124500

EXHIBIT A

Item 8B.

BOUNDARY EXHIBIT TO ACCOMPANY METES AND BOUNDS DESCRIPTION

221.825 ACRES, BEING THE SAME CALLED 221.804 ACRE TRACT CONVEYED TO PALMS PROPERTIES LLC IN DOCUMENT NO. 201903965, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS



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'])

TITLE COMMITMENT NOTE:

This survey contains information contained in Title Resources Guaranty Company title commitment GF No. 2534533-BAS issued September 26, 2025, with an effective date of September 14, 2025. No additional research was performed by Chaparral for the purpose of this survey.

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:

I hereby certify that the survey shown hereon was actually made upon the ground under my direction and supervision on the date shown.

Michael Bohuslav 07/28/26
Michael S. Bohuslav — Date
Registered Professional Land Surveyor
State of Texas No. 7229

STATE OF TEXAS — REGISTERED — MICHAEL S. BOHUSLAV — 7229 — PROFESSIONAL LAND SURVEYOR

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)
- COTTON SPINDLE WITH "CHAPARRAL" WASHER FOUND
- FENCE POST FOUND
- CONTROL POINT LOCATION
- ( ) 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)

(A) VERNORA FRANKLIN (NO RECORD)	(B) GABINO & JESUS I. REBOLLAR-ESPINOZA (201505294) 0.27 AC. (269/619)	(C) LINDA DIANN WASHINGTON (1935/287) 1.00 AC. (321/339)	(D) LINDA DIANN WASHINGTON (1935/287) 1.00 AC. (677/37)	(E) LINDA DIANN WASHINGTON (1935/287) 1.00 AC. (864/167)	(G) VALERIA T. WILLIAMS & VICTOR SHAW (2084/353) 1.00 AC. (1430/946)	(H) OLIVIA MACIAS & DAVID VILLANUEVA 1.010 AC. (1868/781)
(I) COURTNEY LIMUEL (201509792) 1.1 AC. (195/291)	(J) ROY WILLIAMS 1.1 AC. (113/544)	(K) CASEY WAITES (201500857) 0.55 AC. (111/341)	(L) BOBBIE JENE WILLIAMS 0.5 AC. (933/697)	(M) CASEY C. WAITES 1.1 AC. (201512253)	(N) CIDELL MOORE 1.1 AC. (193/289)	(O) RICKY JAMES ALDRIDGE (1266/635) 2.0 AC. (173/403) S. & E. 1.0 AC. (321/337)

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.: 221AC-2026
PLOT DATE: 07/28/26
PLOT SCALE: 1"=200'
DRAWN BY: MB
SHEET 01 OF 01

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.

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:	Property Owner:
_____	_____
Ismael Harris, Mayor	PALMS PROPERTIES LLC

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:
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.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:
The City Council adopted the FY2026 budget on September 30, 2025. Exhibit A to Ordinance No. 2025-85 outlines each proposed budget amendment for FY2026 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 2026 Operating and Capital Budget Amendment detail and Exhibit B Ordinance. Exhibit A identifies the account that will provide the funding for the specified transaction. If the transaction takes place during Fiscal Year 2027, the cost will be funded from the department's available fund balance.

RECOMMENDATION:
Sylvia Carrillo-Trevino, City Manager recommends approval of the second reading of Ordinance No. 2026-40 of the City Council of the City of Bastrop, Texas, 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; establishing an effective date.

ATTACHMENTS:

1. Exhibit A – Fiscal Year 2026 Operating and Capital Budget Amendment detail
2. Exhibit B – Ordinance No. 2026-40 Adopting the FY2026 Budget Amendment

ORDINANCE NO. 2026-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2026 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 2026; 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 2026, 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 2026.

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 13th day of October 2026.

READ and ADOPTED on Second Reading on 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.

City of Bastrop
FY2026 Operating and Capital Budget Amendments
Ordinance No. 2026-40

Amendment #1 - Purchase of Church Street

Consideration of a budget adjustment to appropriate funds for the acquisition of the 1408 Church Street property to support the City's current and future operational, public service, and community development needs. The adjustment will provide the funding necessary to complete the property acquisition and related costs.

	General Ledger #	GL Description	Increase (Decrease)	
Increase	101-02-00-6000	Capital Outlay	$ 300,000	
Decrease	101-09-22-5101	Operational Salaries (Police Patrol)	$ (200,000)	*
Decrease	101-09-22-5155	Group Insurance (Police Patrol)	$ (60,000)	*
Decrease	101-11-10-5101	Operational Salaries (Fire Admin)	$ (40,000)	*

Amendment #2 - Leadwell

Staff is requesting approval for designated employees from the Development Services Department and Finance Department to participate in training conducted by LeadWell. The LeadWell program is designed to strengthen communication and collaboration, and provide participants with practical tools to effectively support organizational goals.

	General Ledger #	GL Description	Increase (Decrease)	
Increase	108-15-18-5505	Professional Services (Dev Srvs)	$ 31,080	
Decrease	108-15-06-5101	Operational Salaries (Planning)	$ (31,080)	*
Increase	101-05-00-5505	Professional Services (Finance)	$ 31,080	
Decrease	101-05-00-5101	Operational Salaries (Finance)	$ (15,000)	*
Decrease	101-05-00-5155	Group Insurance (Finance)	$ (16,080)	*

Amendment #3 - Music Support

Staff is requesting approval of a budget adjustment to support the City's efforts to strengthen its Music Friendly Community initiative. Funding will support programs, events, and activities designed to promote live music, provide opportunities for local and visiting artists, and enhance the City's cultural and entertainment offerings.

	General Ledger #	GL Description	Increase (Decrease)	
Increase	501-80-84-5667	Special Event Expense (Main Street)	$ 50,000	
Decrease	501-80-80-5505	Professional Services	$ (50,000)	*

If the transaction occurs in Fiscal Year 2027 - department fund balance will be used

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:
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.

AGENDA ITEM SUBMITTED BY:

Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop, Texas, is a Home-Rule municipal corporation with the authority granted by the State of Texas to control, manage, and oversee the operations of its municipal utilities and sanitations.

The City of Bastrop entered into a five-year contract with Texas Disposal Systems, effective August 31, 2024, granting the contractor exclusive rights to deliver waste collection and recycling services for residential, commercial and municipal services within the city limits.

The rates were fixed through October 1,2025, and afterward, eligible collection-service costs are subject to a 5% annual adjustment using a CPI-and-diesel-index formula. Last year, we did not get an increase.

FISCAL IMPACT: *The adjustment is paid for by customers through their solid waste bills and is not expected to increase City expenditures.*

RECOMMENDATION:

Andres Rosales, Assistant City Manager, recommends that City Council approve Resolution No. 2026-150, amending the Master Fee Schedule, Solid Waste and Recycling section, to modify the fees for solid waste services

ATTACHMENTS:

1. Resolution No. 2026-150

RESOLUTION NO. R-2026-150

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, ADOPTING, AMENDING, OR REDACTING FEES IN THE MASTER FEE SCHEDULE, RELATED TO SOLID WASTE AND RECYCLING FEES; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Consider and act on Resolution No. 2026-150, adopting, amending, or redacting fees in the Master Fee Schedule, related to Solid Waste and Recycling Fees; as attached in Exhibit A.

WHEREAS, the City of Bastrop (the "City") is a home-rule municipality located in Bastrop County, Texas; and

WHEREAS, the City of Bastrop (the "City") has established by ordinance and resolution certain fees for licenses, permits, and services provided by the City; and

WHEREAS, the City has entered into a five-year contract with Texas Disposal Systems effective August 31, 2024, granting the contractor exclusive rights to deliver waste collection and recycling services for residential, commercial, and municipal services within the city limits; and

WHEREAS, the contract rates were fixed through October 1, 2025, and afterward, eligible collection-service costs are subject to a 5% annual adjustment using a CPI-and-diesel-index formula, of which, the City of Bastrop did not get a contract rate increase last year: and

WHEREAS, the Bastrop City Council has determined that the changes recommended are in the best interest of the City and its citizens and should be adopted.

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. Exhibit A Master Fee Schedule – the Solid Waste and Recycling section is hereby amended as set forth in red font as reflected in Exhibit A.

Section 3. All orders, ordinances, and resolutions, or parts thereof, which 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 resolved herein.

Section 4. **Severability:** Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 5. **Effective Date:** This Resolution shall take effect immediately from and after its passage.

Section 6. **Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 27th day of October 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscerello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.

CITY OF BASTROP

MASTER FEE SCHEDULE

Adopted March 11, 2025, by Ordinance No. 2025-16

Updated

June 17, 2025
October 21, 2025
January 13, 2026
February 10, 2026
April 28, 2026
October 27, 2026

GENERAL PROVISIONS

Records Management Program

Description	Amount of Fee/Deposit
Charges for printing copies for public information	
Standard size paper copy (per printed page)	$0.10
Nonstandard copy – JAZ drive	Actual Cost
Nonstandard copy – other electronic media	Actual Cost
Non-standard-size copy-Paper (each printed page)	$.50
Non-standard-size copy-Other	Actual Cost
Personnel Charge per hour	17.50
Overhead charge-20% of personnel charge	Actual
Remote document retrieval charge	Actual Cost
Computer resource charge: Client/server-per minute	$1.00
Computer resource charge-PC or LAN-per minute	$.50
Programming time charge-per hour	$28.50
Miscellaneous supplies	Actual Cost
Postage and shipping charge	Actual Cost
Fax charge-Local per page	$.10
Fax charge-long distance- same area code-per page	$.50
Fax charge-long distance-different area code-per page	$1.00
Other costs	Actual Cost

The Office of Attorney General adopts rules for use by governmental body in determining charges under Texas Government Code, Chapter 552 Subchapter F.

Investigations

Description	Amount of Fee/Deposit
Penalty for contempt in failing or refusing to obey City Council's subpoena or to produce such books, papers, or other evidence pursuant to a council investigation under Bastrop Charter 3.11	$500

Parks and Recreation

20% Discount for City of Bastrop Residents	
Description	**Amount of Fee/Deposit**
Noncommercial/Non-Profit fees and deposits	
Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial/non-profit fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
Less than 100 Patrons	$50.00/$50.00 Per 4-hour block
101-200 Patrons	$100.00/$150.00 Per 4-hour block
201-300 Patrons	$150.00/$250.00 Per 4-hour block

Concession Stands (The concession stand at the splash pad may only be reserved by youth (17 and under). Parent or guardian adult supervision is required. Other fees, including vendor and/or permit fee may apply.	$0.00/$50.00

Multipurpose fields	
Schedule for non-commercial/non-profit fees and deposits for multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park.	
Less than 100 Patrons	$50.00/$100.00 Per 4-hour block
101-300 Patrons	$75.00/$150.00 Per 4-hour block
301-500 Patrons	$100.00/$200.00 Per 4-hour block
Additional Park amenities fees for non-commercial use	
Softball fields -daily/practice use	$20.00 per hour/$50.00 flat fee
Softball fields-additional lighting (6-10 pm)	$10.00 per hour
Softball fields-tournament use	$150.00 per day/$100.00 flat fee
Softball fields-tournament use-additional lighting (6-10pm)	$10.00 per hour
Sand volleyball court (no lighting available)	$40.00 per 4-hour block
Pier/scenic outlook	$40.00 per 4-hour block
Pier/scenic outlook-seating at additional cost	$2.00 per chair
Tennis/Pickleball & Basketball courts	$4.00 per 4-hour block
Tennis/Pickleball & Basketball courts-limited lighting available	$10.00 per hour (6-10 pm)
Disc Golf Tournaments	$125 (100 players); $2.00 per player after 100
Additional equipment required	Standard FEMA rates apply
Barricades – Type I	$3.00 each
Barricades – Type II	$10.00 each
Barricades – Type III	$20.00 each
Cones 24-36 inches	$1.00 each
Cones 48 inches	$2.00 each
Commercial/For Profit fees and deposits:	
Pavilions (including BBQ pits when available). Schedule for commercial/for profit use fees and deposits for the pavilions located	

in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
Less than 100 patrons	$100.00/$200.00 Per 4-hour block
101-200 patrons	$200.00/$300.00 Per 4-hour block
201-300 patrons	$300.00/$400.00 Per 4-hour block
Greater than 300	Special event permit required
Multipurpose fields	
Schedule for commercial/for profit use fees and deposits for the multipurpose fields in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
0-100 patrons	$100.00/$200.00 Per 4-hour block
101-200 patrons	$250.00/$400.00 Per 4-hour block
201-500 patrons	$400.00/$600.00 Per 4-hour block
Additional Park amenities fees commercial/for profit use.	
Softball fields-daily practice use	$30.00 per hour/$100.00 Dep
Softball fields-additional lighting (6-10pm)	$10.00 per hour
Softball fields-tournament use	$250.00 per day/$200.00 Dep
Sand volleyball court – 4-hour block (no lighting)	$80.00
Pier/Scenic outlook – additional seating	$3.00 per chair
Tennis & Basketball courts – 4-hour block	$80.00
Tennis & Basketball courts-limited lighting available (6-10 pm)	$10.00 per hour
City staff – required with 100+	$25.00 per hour
Disc Golf Tournaments	$200 (100 players); $2.00 per player after 100
Additional equipment required	Standard FEMA rates
Barricades Type I	$10.00 each
Barricades Type II	$25.00 each
Barricades Type III	$30.00 each
Cones 24-36"	$2.00 each
Cones 48"	$4.00 each
The fees and deposits provided for in this section are for one (10) week period of the commercial/for profit use. Each ten (10) week period shall require a new fee and deposit.	
Rodeo Arena Rental Fees	
Rodeo Arena Rental includes lighting	$200.00 per day
Security Deposit for entire event	$400.00
Rodeo Arena Rental-4-hour block before dark	$50.00
4-hour block before dark security deposit	$100.00 per 4-hour block
Rodeo Arena Rental-4-hour block after dark	100.00
4-hour block after dark security deposit	$200.00 per 4-hour block
Arena dirt work-City crew-tractor, drag	$50.00 per hour
City Staff (litter, assistance, etc.)	$20.00 per hour, per person
Electricity for arena lights	$10.00 per hour
Water for arena dirt work	$5.00 per 1,000 gallons
RV and/or campsites with hook-ups (includes water/electric)	$50.00 per day
Concession stand/kitchen	See concession stand agreement

Dog training	
Dog training classes in Bark Park only per class	$25
Deposit	$50
Concession Vendors in the Parks	
Food and Drink vendors, with proper health permits	$50 per day
Recreation Membership	Fees Monthly
Individual	Resident $30; Non-Resident $35
Family	Resident $50; Non-Resident $55
Senior/Military/Disabled Person(s)	Resident $20; Non-Resident $25
Military Family	Resident $40; Non-Resident $45
City Employee	Individual $0; Family $30
Drop-in Fee	$5-$20
Hunters Crossing Pool	**Fees Daily**
Entrance Fee – 14+ years and older	$4.00
Entrance Fee – 6 to 13 years old	$2.00
Entrance Fee – Under 6 years old	No fee
Reservations	$300.00 per 2-hour block

Library

Description	Amount of fee/Deposit
Membership Fees	
Individual Annual Membership	Resident: $0.00 Non-Resident: $25.00
Individual Six-month Membership	Resident: $0.00 Non-Resident: $15.00
Senior Citizen (55+), Veteran, or Individual with Disabilities Annual Membership	Resident: $0.00 Non-Resident: $20.00
Family Annual Membership	Resident: N/A Non-Resident: $40.00
Circulating Material Fines & Fees	
Materials not returned 30 days past due date	Up to Manufacturer's Suggested Retail Price (MSRP)
Electronic devices returned after Due Date	$1.00 per item per day, no grace period, $30.00 cap per item.
Replacement of Bastrop Public Library materials or electronic devices lost or damaged beyond repair	Manufacturer's suggested retail price (MSRP)
Replacement of Interlibrary Loan materials lost or damaged beyond repair	Set by lending library
Interlibrary Loan return shipping costs	$3.00 per item
Meeting Rooms	
Maynard Conference Room – Nonprofit meetings; open to the public	$0.00 per hour
Maynard Conference Room – Community groups or library partners; (See Public Room Policy-Appendix)	$0.00 per hour
Maynard Conference Room – Commercial, political organizations, or private meetings	$25.00 for first (2) hours $10.00 per each additional hour
Pressley Meeting Room – Nonprofit meetings; open to the public	$0.00 per hour
Pressley Meeting Room – Community groups or library partners; (See Public Room Policy-Appendix)	$0.00 per hour
Pressley Meeting Room – Commercial, political organizations, or private meetings	$25.00 for first (2) hours $20.00 per each additional hour
Supply and Equipment Fees	
Copying/Printing – Black & White, Letter-sized paper (8.5x11")	$0.10 per page
Copying/Printing – Color, Letter-sized paper (8.5x11")	$0.50 per page
Copying/Printing – Black & White, Legal-sized paper (8.5x14")	$0.15 per page
Copying/Printing – Color, Legal-sized paper (8.5x14")	$0.75 per page
Copying/Printing – Black & White, Ledger-sized paper (11X17")	$0.20 per page
Copying/Printing – Color, Ledger-sized paper (11X17")	$1.00 per page
Miscellaneous Fees	
Replacement library card – Regular	$1.00
Replacement library card – Enhanced	$3.00
Non-traditional items returned via exterior book drop	$5.00

Film and Broadcasting

Description	Amount of fee/Deposit
Film and Broadcasting	
BTXN field production rates	
Preproduction (Crew coordination, call sheet, and one meeting)	$35.00
Raw show transfer (*No charge if BTXN is editing, requires approximately ½ hour each for set up and breakdown)	$20.00 *
Administration charge	12% of total bill
BTXN crew member studio production rates per hour (2-hour minimum)	
Producer	$50.00
Director/technical director	$35.00
Audio technician	$35.00
Floor manager	$30.00
Camera operator	$30.00
Graphics and CG technician/teleprompter operator	$30.00
Audio assistant	$25.00
Production assistant	$20.00
BTXN studio miscellaneous rates	
Additional DVDs (first one no charge with editing time)	$15.00
Additional video files (one full quality high resolution file included with editing time)	$15.00
Additional ½ hour editor review session (first one included with editing time)	$20.00

Payments by Credit Card or Other Electronic Means

Description	Amount of fee/Deposit
Payments by Credit Card or Other Electronic Means	
Credit Card Processing Fee	3% of total amount paid

Animal Control

Description	Amount of fee/Deposit
Vaccination and licensing of dogs and cats	
Guard dog permit	$35.00
License fee - Altered dog	$5.00
Unaltered dog per animal	$25.00 per animal, per year

Kennels and multiple pet ownership	
Kennel permit	$70.00
Multiple pet owner's permit	$35.00
Private breeder's permit	$35.00
Commercial animal sales permit	$70.00

Impoundment	
Authorized fees	
Initial impound fee	$40.00 per animal
Dog or cat per additional day	$3.50 per animal

Owner surrender fees	
Animals surrendered by owner/harborer:	
owner surrender one pet	$20.00
Owner surrender pets in litter, 8 weeks-3 months	$25.00 per litter
Owner surrender under 8 weeks of age	$10.00 per animal

Adoption of impounded animals	
Adoption fee with mandatory spay/neuter agreement	$15.00

Livestock and estray impoundment fees	
Cattle, per head	$40.00 each
Equine, per head	$40.00 each
Swine, per head	$40.00 each
Exotic fowl, per bird	$40.00 each

Dangerous dogs	
Permit and tag	
Dangerous dog, unspayed/unneutered	$100.00 each
Dangerous dog, spayed/neutered	$50.00 each
Dangerous dog, renewal, unspayed/unneutered	$50.00 each
Dangerous dog, renewal, spayed/neutered	$25.00 each

Building Regulations

Description	Amount of fee/Deposit
General provisions	
Charges for consulting services	
Professional/Consultant fees and related charges incurred by the City	Actual fee plus 15% administrative fee
Work commencing prior to permit issuance- The greater of:	100% of the calculated permit and inspection fees or $150, in addition to the required permit and inspection fees
Administration fee (per construction permit application which are based on sliding fee scale only)	5%
Emergency Repair (must be verified by Building Official)	50% reduction
Permit Technology Fee (per construction permit which are based on sliding fee scale only)	$6
Certificate of Occupancy (tenant or lease change)	$125
Copies/Re-issue Certificates of Occupancies, inspection reports	$25
Courtesy Inspections	$25

Description	Amount of fee/Deposit
Building code	
Schedule of permit fees	
All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law:	
Commercial Construction	***SF Value based on ICC Building Valuation Data**
New Commercial - Less than $500,000	$5 per $1,000 valuation; minimum $1,000 fee
New Commercial - $500,001 to $1,000,000	$3,500 base fee for the first $500,000 plus $4.5 per additional $1,000
New Commercial - $1,000,00 to $5,000,000	$8000 base fee for the first $1,000,000 plus $4 per additional $1,000
New Commercial - $5,000,000 and up	$24 ,000 base fee for the first $1,000,000 plus $3 per additional $1,000
New Commercial Plan Review	30% of New Construction Permit Fee
New Commercial Inspection Fee (with Permit)	45% of New Construction Permit Fee
Commercial Shell Building	65% of the New Construction Permit Fee
Commercial Tenant Finish out (per space/area)	65% of the New Construction Permit Fee
Commercial Remodel	$1,000 plus $.50 per sf
*Note: Commercial Additions at New Commercial Fees	
Commercial Roofing permit	$500.00 + $0.10 sf
Commercial Accessory Structure	$320

Commercial Fences over 7 feet	$190
Commercial Foundation and Flatwork Permit	$500
Commercial Miscellaneous Inspections	$95 per inspection; after hours - 2 hour minimum
Commercial reinspection (per inspection)	$150
Commercial Minimum Permit, if no fees listed are applicable	$530

Description	Amount of fee/Deposit
Residential Construction	
New Residential – Less than 900 sf	$690
New Residential – 901 sf to 1500 sf	$1200 plus $0.25 per sf
New Residential – 1501 sf to 5000 sf	$1500 plus $0.25 per sf
New Residential – 5001 sf and up	$2000 plus $0.25 per sf
Residential Plan Review Fee (includes all residential building)	25% of New Construction Permit Fee
New Residential Inspection Fee (with Permit)	45% of New Construction Permit Fee
Residential Addition	$750
Residential Remodel (total residence)	$530
Residential Kitchen Remodel	$160
Residential Bathroom Remodel	$160
Residential Remodel/Window Replacement or other	$160
Roofing permit – Residential	$160
Residential Accessory Structure / Building – 201 sf and up	$320
Accessory Dwelling Unit Finish-Out	$500
Residential Fence over 7 feet	$125
Residential Miscellaneous Inspections	$125
Residential reinspection (per inspection)	$150
Residential Minimum Permit Fees, if no listed fees are applicable	$125
Residential Foundation and Flatwork Permits	$300
Other fees not listed above	
Appeal to Construction Standards Board	$500
Solar System	$125

Description	Amount of fee/Deposit
Electricity – electrical code	
Electrical Construction	
Commercial attachment permit	$215
Commercial Stand-Alone trade permit (each project/permit)	$215 per building, plus $150 per additional floor (+1 stories)
Commercial reinspection (per inspection)	$150
Reconnect Meter Inspection (meters 6 months or more without service)	$125
Residential Attachment Permit	$125

Residential Stand-Alone Trade permit (each project/permit)	$125
Residential reinspection (per inspection)	$150

Description	Amount of fee/Deposit
Plumbing code	
Plumbing Construction	
Commercial attachment permit	$215
Commercial Stand-Alone Trade Fee (each project/permit)	$215 per building, plus $150 per additional floor (+1 stories)
CSI or RMI Inspection	$125
Commercial Irrigation Permit	$215
Commercial reinspection Fees (per inspection)	$150
Residential attachment permit	$125
Residential Stand-Alone Trade Fee (each project/permit)	$125
Residential Irrigation Permit	$125
Residential Water Heater Replacement	$125
Residential reinspection (per inspection)	$150

Description	Amount of fee/Deposit
Mechanical code	
Mechanical Construction (HVAC)	
Commercial attachment permit	$160
Commercial Stand-Alone Trade Fee (each project/permit)	$215 per building, plus $150 per additional floor (+1 stories)
Commercial HVAC unit replacement (per additional unit)	$105
Commercial reinspection Fees (per inspection)	$150
Residential attachment permit	$125
Residential Stand-Alone Trade Fee (each project/permit)	$125
Residential HVAC Replacement	$125
Residential reinspection Fees (per inspection)	$150

Description	Amount of fee/Deposit
Swimming pools	
Pool Permit and inspection fees	
Commercial Swimming pool permit	$1,200
Commercial reinspection (per inspection)	$150
Residential Swimming Pool Permit	$400
Residential reinspection Fees (per inspection)	$125

Description	Amount of fee/Deposit
Moving of Structures, Demolition and Site Work	
Permit and inspection fees	
Demolition Permit:	

Commercial	$530
Residential	$375
Moving Permit:	
Portable structure	$125
Permanent structure – Over 160 sq. ft.	$160
Road Closure / ROW obstruction	$150
Commercial reinspection Fees (per inspection)	$150
Residential reinspection Fee (per inspection)	$150

Description	Amount of fee/Deposit
Floodplain Development Permits	
Single Family, community facility	$150
Multifamily, commercial, industrial	$250
Floodplain Development Permit Variance	$1,000
Original license	$1,000
Annual Renewal License	$500
Transfer of Mobile Home license fee	$500

Description	Amount of fee/Deposit
Mobile Home Parks	
New Mobile Home Park Permit	$500 plus $25 per space
License	
Original license	$1,000
Annual Renewal License	$500
Transfer of Mobile Home license fee	$500

Description	Amount of fee/Deposit
Streets, rights-of-way and public property	
Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.)	$200
Drainage permit fee	
Drainage permit	$125

DEVELOPMENT FEES

Description	Amount of fee/Dep
Administration fee (per application, included in fees below unless otherwise noted)	5% of application fee
Completeness Check (per application review)	$250
Technology Fee (per application, included in fees below)	$6
Meeting Re-Notification, if required by applicant action	$500
Appeal of Administrative Decision	$531
Appeal of Board/Commission Decision	$531
Misc. Administrative Plan Review	$531
Misc. Plan Review	50% of original review fee

Agreement Recordation with the County	$150 + fees charged by the County
Subdivision	
Preliminary Plat Review (plus 5% administration fee)	$1,706 + $125 per acre
Final Plat Review (plus 5% administration fee)	$1,281 + $125 per acre
Amended/Administrative Plat Review (plus 5% administration fee)	$1,281 + $25 per acre
Replat Review (plus 5% administration fee)	$1,281 + $125 per acre
Plat Vacation Review	$1,345
Public Improvement Plan Review	$5,256 minimum + all professional fees*
Single Improvement Public Improvement Plan Review	$1,345
Public Improvement Plan Amendment Review	$1,345
Public Improvement Inspections – First 100 acres	$1,500 per acre
Public Improvement Inspections – Next 150 acres	$750 per acre
Public Improvement Inspections – All additional acres over 250 acres	$325 per acre
Erosion and Sedimentation Controls	$1.00 per linear foot
Public Infrastructure	$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.)
Public Improvement Reinspection Fee	$150 per hour
*Public Improvement Inspection Fee Credit: If the City determines that there has been an overpayment of total inspection fees paid in connection with a particular development application for a project, such that the total Inspection Fees paid exceeds the actual cost incurred by the City for completing the inspections for that particular application, then the City will retain and apply such excess amount as a credit toward any applicable Inspection Fees owed to the City for future development applications in the series of applications for the same project.	
Public Improvement Plan Agreement Review	$3,156 + all professional fees*
Conceptual Drainage Plan Review	$1,266
Preliminary Drainage Plan Review	$2,421
Final Drainage Plan Review	$1,581
Preliminary Infrastructure Plan Review	$2,001
Subdivision Variance Review	$500
Plat Recordation with the County	$150 + fees charged by the County
Platting Exemption Determination	$50
License Agreement Review	$3,156 + professional fees*
Land Disturbance Permit	$216
License to Encroach Review, Easement	$531 + professional fees*
License to Encroach Review, Right-of-Way	$794 + professional fees*
Traffic Impact Analysis Review	$557 + professional fees*
Right-of-Way Vacation Review	$1,791 + professional fees*
Easement Vacation Review	$899 + professional fees*
Development Fees In Lieu	
Tree Mitigation	$400 per one (1) caliper inch
Tree Mitigation Non-Compliance	$800 per one (1) caliper inch
Sidewalk	$14 per square foot

Trail	$14 per square foot
Parkland Dedication	
Less than 4 dwelling units or less than 4 multi-family units per building	$500 per DU/MFU
4 or more dwelling units or multi-family units per building	$400 per DU/MFU
Park Enrichment Fee	$500 per DU/MFU
Site Development	
Site Development Plan Review (plus 5% administration fee)	$1,706 + $125 per acre
Site Development Plan Amendment Review	$531
Site Development Inspections	$500
Work without Approved Plan	$500 per violation per day
GIS Mapping Fees	
Map Printing	$6.67 per square foot + $50 an hour
Custom Map	$250 per hour
Public Improvement Plan Digitizing, May be waived if digital plans provided per City specifications	$250 per hour
Zoning	
Rezoning Request Review	$2,500 + $200 per acre above 5 acres
Planned Development District Zoning Amendment Review (plus 5% administration fee)	$9,006 + $200 per acre (rounded up)
Zoning Variance Review	$500
Comprehensive Plan Amendment Review	$1,056 + professional fees*
Development Agreement Review	$3,156 + professional fees*
Special District Creation (MUD, PID, SUD, WCID, etc.)	$26,256 + professional fees*
Zoning Verification Letter	$156
Zoning Violation	$500 per violation per day
Conditional Use Permit Reviews	$2,500 + $200 per acre above 5 acres
Signs	
Off-Premises Sign (Billboard) Repair	$452
Repair or reface of existing sign cabinet	$85
Building Signs (structural): Awning, Band (wall), Blade, Marquis, Outdoor Display Case, Construction Site (plus 5% administration fee)	$106 plus $1 per square foot
Building Signs (non-structural): Nameplate, Window (plus 5% administration fee)	$56 plus $1 per square foot
Small Freestanding Signs: Yard, Directional	$60
Large Freestanding Signs: Monument, Pylon, Development Information, Construction Site (plus 5% administration fee)	$206 plus $2/ft. of sign height and $2/sq. ft. of sign area
Banner	$60
Sidewalk Sign	$60
Master Sign Plan Review	$531
Sign Variance Review	$200
Work without Permit	100% the fee per sign type

Mural Permit Review	$106 + $1 per square foot
Historic Preservation	
Certificate of Appropriateness	$58.50
Certificate of Appropriateness - Demolition or Relocation	$111
Work without Certificate of Appropriateness	$500 per violation per day
*In accordance with Article 1.14 Professional and Consulting Fees or approved professional agreement	
**Based on certified cost estimate provided by engineer of record and approved by the City	

Business Regulations

Description	Amount of fee/Deposit
Taxicabs, Shuttles And Touring Vehicles	
License Fee – Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles.	$25 Per Vehicle
	$12 Additional fee, per driver

Short Term Rentals	
Short Term Rental Registration	$25

Peddlers, Solicitors And Vendors	
Fees	
Individual peddler, solicitor and vendor permit (60 days).	$30
Individual peddler, solicitor, vendor permit (each agent or employee)	$10
Renewal of individual peddler, solicitor and vendor permit	$15
Replacement permit	$10
Permit for temporary/seasonal and multiple vendors – Fee; right of city to refuse permit	
Temporary/seasonal and/or multiple vendors or events permit (30 days)	$100
Temporary/seasonal and/or multiple vendors or events permit (60 days)	$150
Temporary/seasonal and/or multiple vendors or events permit (90 days)	$200
Replacement permit	$10

Mobile Food Court – Mobile Food Vendor	
Annual Mobile Food Vendor Permit	$500
Special Event Mobile Food Vendor Permit	
Per Permitted Special Event per Vendor	$25

Coin-Operated Machines	
Occupation Tax – Charge for release of machine sealed for nonpayment	$5.00

Description	Amount of fee/Deposit
Special Events Permits, Public Gatherings and Parades	
Application Processing Fee	
With proof of non-profit status (i.e., 501-C)	$100

Processing fee all others	$300
Security deposit for damages/cleanup	$500
Refundable if the location of the special event is clean and free of litter and damage	
Inspection fee required for amusement rides, temporary structures, and special electrical and water/wastewater needs	$50
Re-inspection fee required for above-described items	$75

Sexually Oriented Businesses	
Division 2. License – Fee	
Initial Application	$2,000

Annual Fee	$500
Vehicle Towing	
Fees for non-consent tows. (Maximum fees allowed)	
Regular towing charge (for vehicles not requiring the use of heavy-duty wrecker) for vehicles 10,000 pounds or less.	$150
If medium duty or heavy-duty wrecker is used to tow vehicles in excess of 10,000 pounds.	$300
The following additional fees may be charged if verified by the peace officer in charge of the accident scene:	
Exceptional labor such as clearing debris. Exceptional labor does not include normal hook-up procedure or routine cleanup not to exceed 30 minutes. And does not include the disposal of classified hazardous waste or vehicle cargo.	$75 per hour
Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle	$75 per hour
Wait time, if it exceeds 30 minutes from time of arrival at the accident scene.	$35 per hour
Flat fee for use of medium duty or heavy-duty wrecker, if it exceeds 30 minutes from time of arrival.	$100 per hour
If an additional operator is required to complete a tow, the second operator may charge a fee.	$35 per hour
Towing fee study: Towing company(ies) requesting a towing fee study from the city shall deposit prior to the city beginning the study.	$500

Fire Prevention and Protection

Description	Amount of fee/Dep
Emergency, Fire And Rescue Services	
Apparatus	**Price per Hour**
Class A engine	$500 per unit
Aerial	$500 per unit
Rescue (heavy)	$600 per unit
Brush truck	$400 per unit
Command car/truck	$200 per unit
PPV fan	$55 per unit
Generator, portable	$55 per item
Generator	$55 per item
Chain saw	$45 per item
Portable pump	$95 per item
Float pump	$65 per item

Tool	Price
Foam nozzle	$55 per incident
Foam eductor	$50 per incident
AFFF foam	$40 per gallon
Class A foam	$25 per gallon
Piercing nozzle	$40 per incident
M/S fog nozzle	$55 per incident
M/S straight bore nozzle	$30 per incident
Salvage cover	$28 per item
SCBA pack	$85 per item
Hall runner	$18 per incident
Portable tank	$75 per incident
Water extinguisher	$22 per incident
Dry chemical extinguisher	$45 per incident
CO_2 extinguisher	$45 per incident
Scene lights	$22 per item
Water vests	$30 per item
Thermal imaging camera	$75 per incident
Sawzall	$55 per incident
Spreaders	$250 per incident
Cutters	$250 per incident
Rams	$250 per incident
Air bags	$250 per incident
K-12 saw	$55 per incident
Target saw	$55 per incident
Ajax tool	$25 per incident
K-tool	$25 per incident
Windshield tool	$15 per incident
Rescue blanket	$32 per item
Rope	$25 per item

Supplies/Service	Price
Absorbent	$17 per bag
Absorbent booms	$40 per item
Top sol	$35 per item
Disposable coveralls	$30 per item
Neoprene gloves	$20 per item
Latex gloves	$6 per item
Over boots	$25 per item
Disposable goggles	$15 per item

Gas plug kit	$50 per item
Plug and dike	$65 per item
Drum liners	$10 per item
Barricade tape	$22 per item
Poly sheeting	$55 per item
Removal of hazardous material	$150 per incident
Disposal of hazardous material	$150 per incident
Gas multimeter	$65 per incident
CO_2 meter	$65 per incident
Microblaze	$10 per quart/$150 per 5 gal
Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed.	$275

Description	Amount of fee/Deposit
Fire Planning Review and Inspection	
Cancellation Fees	
Cancellation Fee	$100
License/Use Permits	
Fire Protection System Permit Annual permit to ensure that life-safety systems including sprinkler systems, alarm systems, stand-pipe systems, and hood systems, have been inspected by a third party.	$30
Hazardous Materials Permit Fee	Variable based upon Haz-Mat
Fees paid once every 3 years. Note: Range based on number of gallons of liquid, pounds of solid, and cubic feet of gas.	
Hazardous Materials Permit Renewal	Variable based upon Haz-Mat
High Pile Review	$145
High Pile Review with Hazmat	$215
Mobile Food Vendor Inspection Fee	$75

High Pile Storage Permit	
Annual Fee for High Pile Storage	
0-15,000 sq. feet	$100
15,001-50,000 sq. feet	$200
> 50,001 sq. feet	$300

Printing/Copies	
Inspection Reports	Same
System Plans and Calculations	Same
Professional Services/Analysis	
After Hours Fire Inspection	$100/hour (2 hour minimum)

Annual State Short-Term Occupancy Inspections Includes Daycare, Foster Care, Adoption, Halfway Houses, Group Care, MHMR, Adult Daycare, or other short term	
1-30 Occupants	$75
>30 Occupants	$150

Clean Agent Extinguishing System Inspection

1-50 heads	$145

> 50 heads	$145 + $0.50 per head over 50

Fire Alarm System or Fire Sprinkler System Inspection	
1-10 devices	$150
11-25 devices	$200
26-100 devices	$250
100-200 devices	$300
More than 200 devices	$300 plus $0.50 per device over 50

Fire Final (Certificate of Occupancy) Inspection	
0-10,000 sq ft	$100
> 10,000 sq. ft.	$100 + $1.00/SF over 1,000
Fire Pump Test	$315

Generator Testing	
<660 gallons of fuel	$100
>660 gallons of fuel	$150
Hospitals/Similar Occupancy Inspections	$100
Nursing Home/Occupancy Inspections	$100

Hydrant Flow Testing Reports	
Actual flow test performed	$150
Each additional hydrant	$75
Pulled from files	$25
Hydrostatic Tests	$100
Kitchen Extinguishing Hood System Test	$100
Miscellaneous Inspections	$100 plus $50/hour over 1st hour
Mobile Food Vendor Inspection (LP Gas) Inspection of use, storage, handling and transportation	$100

Standpipe Flow Test – Requires Eng. Company	
1st building	$600/building
Additional building	$150 per additional building
State Licensed Occupancy Inspections Includes Labs, Clinics, Massage Therapy, Rehabilitation, Bonded Warehouses, Physical Therapy, or other similar	$100
Re-inspection Fee	$125 plus $65/hour over 2 hours

Site/Plan Reviews	
Access Control & Egress Impact Systems Review (per system submitted)	$125
Dry/Wet Chemical & Clean Agent System Review (per system submitted)	$125

Fire Alarm System or Fire Sprinkler System Plan Review	**Plus 5% Administrative Fee on all permits**
"Alarm devices" include individual pieces of equipment such as initiating devices, signaling devices, fire alarm panels, and power extenders.	
1-10 devices/heads	$50
11-25 devices/heads	$100

26-100 devices/heads	$150
100-200 devices/heads	$200

More than 200 devices/heads	$250

Charge for drawings to a scale other than 1/8”=1’	$10 per sheet
Standpipe Systems Review (per system submitted)	$150
Site Plan Review	$150
Building Permit Review	$100 plus $0.10 per SF
Miscellaneous Plan Review	$150
Preliminary Design/Review Fee This fee is charged to the customer for staff time needed to provide code consultations, code interpretations, and preliminary design input for new architectural and engineering designs.	$100/hour (1 hour minimum)

Special Events (Fire Related)	
Burn Permit (Special Event)	$100
Carnival/Circus Operational Permit Permit required for outdoor events with expected attendance of > 75 people with some exceptions granted	$200

Festival/Fair Operational Permit	
49 – 499 Expected Attendees	$150
>500 Expected Attendees	$300
Fire Watch (Stand By for Special Events)	$100/hour (2 hour min)
Fireworks/Pyrotechnics Fee includes plan review, license review, and site inspection	$200
Public Assembly Permit Annual permit requirement for nightclubs	$150
Re-inspection Fee for Special Events Fee is charged for inspector to revisit a special event site due to safety findings in initial inspection	$16
Special Effects	$100

Special Event Permit Revision Fee Fee is charged for a re-review of site plan changes for a special event	$75
Stand By Type VII Fire Apparatus This is for a six wheeler ATV with 2 firefighters	$150 per hr. (2 hour minimum)
Stand By Type VI Fire Apparatus This is for a Brush Truck with 2 firefighters	$200 per hr. (2 hour minimum)
Standby Fire Apparatus (Engine Company) This is for a Fire Engine with 4 firefighters	$300 per hr. (2 hour minimum)
Temporary Change of Use Permit Permit issued for hosting public events of > 50 people in a non-public event structure	$150
Temporary Helistop Permit Permit is required to ensure temporary helistop is in compliance with adopted Fire Code and applicable NFPA standards	$150
Temporary Occupancy Load Adjustment	$100
Tents/Temporary Membrane Structure Permit Permit required for tents walled on any side in excess of 400 sq. ft. or any tent which exceeds 700 sq. ft. in area. Permit also required for temporary membrane structures	$100
Theatrical Performance w/ Open Flame Performances with open flames	$100

Trade Show/Exhibit Permit Permit required for all events classified as trade shows, exhibits, or garden shows	$100
Trade Show/Exhibit Additional Floor Plan Review	$50

Municipal Court

Description	Amount of fee/Dep
Municipal Court – General Provisions	
Jurors – Jury fee. Jury fee for defendant convicted after requesting jury trial	$5
Fee for person requesting driving safety course.	$10

Municipal Court – Building Security Fund	
Assessment of fee – Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	$4.90

Technology Fund	
Assessment of fee – Technology fee for defendants convicted of a misdemeanor offense in the municipal court.	$4

Juvenile Case Manager Fund	
Assessment of fee – Juvenile case manager fee for defendants convicted of a fine-only misdemeanor offense (except for parking citations) in municipal court.	$5

Municipal Jury Fund	
Assessment of fee – Municipal Jury fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	$0.10

Offenses and Nuisances

Description	Amount of fee/Deposit
Abandoned And Junked Vehicles	
Fee to accompany report of garage keeper to police department	$25

Traffic and Vehicles

Description	Amount of fee/Deposit
Golf Carts	
Registration Annually	$20/Initial $10 Renewal

Dockless vehicle for hire permit agreements	
Annual Business Permit (non-refundable)	$500
Annual Fee for each Dockless vehicle	$50/each

Dockless vehicle operations	
Fee for return of impounded vehicle	$50/each

Utilities
Water and Wastewater Rates and Charges

Description	Amount of fee/Dep
Wastewater service charge	
(a) These rates are applicable to all residential, multifamily, commercial and commercial multi-unit retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city-approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures.	
Minimum charge Plus the following charges for consumption per 1,000 gallons	$46.97
0–5,000 gallons	$2.45
5,001–10,000 gallons	$2.77
10,001–20,000 gallons	$2.95
20,001–50,000 gallons	$3.18
Over 50,000 gallons	$3.47
*Senior Income Based Housing with individual separate meters shall receive a 75 % discount of the minimum charge.	
(b) Wholesale Wastewater: The following rates are applicable to all wholesale wastewater customers within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered wastewater connections and who have executed a wholesale wastewater agreement with the city:	
Monthly Fixed Charged	
Customer charge…	$175 per wholesale meter
Plus the following charges per 1,000 gallons of metered contributed flow	
Volumetric Charge per 1,000 gallons…	$5.18 per 1,000 gallons of metered flow contributed

Description	Amount of fee/Deposit
Sewer connection and tapping fees	
4-inch connection	$300
6-inch connection or larger	Cost plus 25%

Description	Amount of fee/Deposit
Water service charges	
(a) Retail Water: The following rates will be applicable to retail sales or service of water within the corporate limits of the city.	
(1) Residential – In city limits	
Meter Size	**Minimum Charge**
¾-inch (or smaller)	$32.72
1-inch	$62.87
1 ½-inch	$128.32
2-inch	$207.08
3-inch	$377.20
4-inch	$628.67
6-inch	$1,257.33

Plus the following charges for consumption per 1,000 gallons	
0–3,000 gallons	$2.85
3,001–5,000 gallons	$3.04
5,001–10,000 gallons	$3.22
10,001–20,000 gallons	$3.42
20,001–50,000 gallons	$3.69

Over 50,000 gallons	$3.87

Commercial – In city limits.	
Meter Size	**Minimum Charge**
¾-inch (or smaller)	$32.72
1-inch	$62.87
1 ½-inch	$128.32
2-inch	$207.08
3-inch	$377.20
4-inch	$628.67
6-inch	$1,257.33

Plus the following charges for consumption per $1,000 gallons	
0–3,000 gallons	$2.85
3,001–5,000 gallons	$3.04
5,001–10,000 gallons	$3.22
10,001–20,000 gallons	$3.42
20,001–50,000 gallons	$3.69
Over 50,000 gallons	$3.87

(2) Residential and Commercial – Outside city limits.	
Meter Size	**Minimum Charge**
¾-inch (or smaller)	$56.45
1-inch	$94.05
1 ½-inch	$192.48
2-inch	$310.62
3-inch	$565.80
4-inch	$943.00
6-inch	$1,885.99

Plus the following charges for consumption per 1,000 gallons	
0–3,000 gallons	$4.12
3,001–5,000 gallons	$4.42
5,001–10,000 gallons	$4.70
10,001–20,000 gallons	$4.98
20,001–50,000 gallons	$5.39
Over 50,000 gallons	$5.66

(b) Wholesale Water: The following rates are applicable to wholesale sales of water within the corporate limits of the city and the city's extraterritorial jurisdiction who have metered water connections and who have executed a wholesale water agreement with the city.	
Monthly Fixed Charge	
Source Cost….	$45,000.00 per MGD subscribed capacity
Transmission Cost….	$4,977.71 per MGD subscribed capacity
Customer Charge….	$1.75 per wholesale meter
Plus the following charges for consumption per 1,000 gallons	
Volumetric Charge per 1,000 gallons….	$2.24 per 1,000 gallons of actual consumption

Description	**Amount of fee/Deposit**
Water connection and tapping fees	
(a) Inside city limits.	
¾-inch	$300

1-inch	$400
1 ½-inch	$800
2-inch	$1,950
3-inch	$2,450
4-inch	$3,450
All service connections larger than 4-inch and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.	

(b) Outside city limits.	
¾-inch	$400
1-inch	$500
1 ½-inch	$900
2-inch	$2,050
3-inch	$2,550
4-inch	$3,550
All service connections larger than 4-inch and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.	

Disconnect and reconnect fees for delinquent accounts.	
Disconnect fee and reconnect fee	
Disconnect fee	$50
Reconnect fee	$50
After-hour reconnection fee	$75
Returned check fee. Applicable amount determined by the district attorney plus any charges assessed against the city by a financial institution for each payment instrument dishonored or returned to the city by the customers bank financial institution.	
Administration fee for all utility transfer requests	$20

Billing; discontinuance of service	
Reset fee	$100

Deposit	
Customer Deposit	$75

Bulk water sales	
Bulk metering and meter deposit	
Minimum deposit per bulk meter requested	$500
Sales for small quantities and short durations	
Small quantity/short duration purchase of bulk water per one thousand (1,000) gallons or a fraction thereof	$5.00

Description	**Amount of fee/Deposit**
Acceptance and treatment of wastes from on-site sewage facilities or septic systems	
Annual license fees	
Vehicles, Transports or Tanks Capable of Containing	**Fee**
From 0 to 500 gallons	$75
From 501 to 1,500 gallons	$125
From 1,501 to 2,500 gallons	$150
From 2,501 to 3,500 gallons	$175
From 3,501 and greater	$250

Wastewater treatment plant septic unloading fees	
Gallons	**Rates**
0 – 1,000	$64.69
1,001 – 1,500	$97.03

1,501 – 2,000	$129.38
2,001 – 2,500	$161.73
2,501 – 3,000	$194.06
3,001 – 3,500	$226.41
3,501 – 4,000	$258.76
4,001 – 4,500	$291.10
4,501 – 5,000	$323.44
5,001 – 5,500	$355.79
5,500 – 6,000	$388.14
6,001 – 6,500	$420.48
6,501 – 7,000	$452.81
7,001 – 7,500	$485.17
7,501 – 8,000	$517.51
8,001 – 8,500	$549.84
8,501 – 9,000	$582.20
9,001 – 9,500	$614.54
9,501 – 10,000	$646.89

On-site Sewage Facilities	
On-Site Sewage Facilities Permit Fees	
Standard System	$250
Designed System	$400
Modification to Standard Permit	$100
Modification to Designed Permit	$100
Adjustment from Standard to Design	$100
Holding Tank	$200
Septic Tank Replacement	$125
Reinspection (Failed installation Inspection)	$125
Maintenance Contract Renewal	$25

Creation of Water Districts	
Filing Fee for application to create Water Control District or Municipal Utility District	$10,000

Description	**Amount of fee/Deposit**
Electrical Service	
Residential Service – Monthly rate schedule	
Monthly customer charge	$10.00
Wires charge	$0.0328 per KWH
Generation charge	**This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **
Customer Deposit	$200

Disconnect fees and reconnect fees	
Disconnect fee	$50
Reconnect fee	$50
After-hours reconnection fee	$75

Relocation of service.	
Transfer fee, per meter	$20

Temporary service - Nonrefundable charge	
New Temporary service single-phase connection	$50

New three-phase connection, if available	$100
Security lights	
Installation charge and flat monthly rate	
100-watt hps bulb – Installation	$70
100-watt hps bulb – Monthly rate	$6.35
250-watt hps bulb – Installation	$185
250-watt hps bulb – Monthly rate	$12.50
400-watt hps bulb – Installation	$215
400-watt hps bulb – Monthly rate	$18.00

Line extension fee	
Minimum charge per extension of new service line	$300
Returned check(s) charge	$30

Description	Amount of fee/Deposit
Commercial service – Monthly rate schedule	
Monthly customer charge	$16.00
Wire charge	$0.0326 per KWH
Generation charge	**This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **

Disconnect fees and Reconnect fees	
Disconnect fee	$50
Reconnect fee	$50
After-hours reconnection fee	$75

Relocation of service.	
Transfer fee, per meter	$20

Temporary service. Nonrefundable charge.	
New Temporary service single-phase connection	$50
New three-phase connection, if available	$100

Security Lights	
Installation charge and flat monthly rate	
100-watt hps bulb – Installation	$70
100-watt hps bulb – Monthly rate	$6.35
250-watt hps bulb – Installation	$185
250-watt hps bulb – Monthly rate	$12.50
400-watt hps bulb – Installation	$215
400-watt hps bulb – Monthly rate	$18.00
Line extension fee	
Minimum charge per extension of new service line	$300
Returned check(s) charge	$30

Description	Amount of fee/Deposit
Key accounts – rate schedule	
Monthly customer charge	$16.00
Wire charge	$0.0318 per KWH

Generation charge	**This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **

Disconnect fees and Reconnect fees	
Disconnect fee	$50
Reconnect fee	$50
After hours reconnection fee	$75
Relocation of service.	
Transfer fee, per meter	$20
Temporary service. Nonrefundable charge.	
New Temporary service single-phase connection	$50
New three-phase connection, if available	$100

Security Lights	
Installation charge and flat monthly rate	
100-watt hps bulb – Installation	$70
100-watt hps bulb – Monthly rate	$6.35
250-watt hps bulb – Installation	$185
250-watt hps bulb – Monthly rate	$12.50
400-watt hps bulb – Installation	$215
400-watt hps bulb – Monthly rate	$18.00
Line extension fee	
Minimum charge per extension of new service line	$300
Returned check(s) charge	$25

Description	**Amount of fee/Deposit**
Municipal electric rates	
Rate schedule	
Wires charge	$0.0048 per KWH
Generation charge	**This rate may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer. **

Billing and terms of service	
Theft of service – Service fee or reconnect fee	
Within city limits – during regular working hours	$25
Within city limits – after-hours calls	$40
Outside city limits – during regular working hours	$40
Outside city limits – after-hours calls	$50
Reset fee	$100

** Generation charge is equal to the amount per KWH that is calculated monthly to reflect the amounts charged the city by its power provider that is not covered in the monthly customer and wires charges listed in this fee schedule. This calculation will be made by the city on an ongoing basis, from month to month, and the generation charge passed through to the consumer will be based on the city's cost. Generation charge is equal to the total charges billed by the city's wholesale power provider divided by the total KWH measured/metered by all customers except "key account customers" for the ensuing month times the electric consumption for each customer. *(Ordinance No. 2005-46 adopted 12/13/05)***

Solid Waste and Recycling

Description	Amount of fee/Deposit
Residential Solid Waste	
Amount of service charges	
Residential Service monthly charge	$19.24
Residential Additional Cart monthly charge	$10.92
Residential Additional Recycling Cart monthly charge	$10.92

Description	Amount of fee/Deposit
Commercial Solid Waste	
Texas Disposal Systems directly invoices Commercial Customers for the following services:	

Commercial Solid Waste Dumpster Services							
Container Size	**Weekly Collection Frequency (*1)**						**Extra Pickup**
	1	2	3	4	5	6	
96-Gallon Cart	$40.56	N/A	N/A	N/A	N/A	N/A	$78.00
2 CY Dumpster	$98.80	$172.64	$230.89	$370.25	$483.61	$603.22	$98.80
3 CY Dumpster	$113.36	$198.65	$272.49	$414.97	$514.81	$622.98	$109.20
4 CY Dumpster	$126.88	$223.61	$309.93	$442.01	$535.62	$625.06	$114.40
6 CY Dumpster	$154.96	$274.57	$379.61	$474.25	$558.50	$635.46	$124.80
8 CY Dumpster	$183.05	$323.45	$449.29	$561.62	$661.46	$750.90	$135.20
10 CY Dumpster	$219.45	$338.01	$466.97	$596.98	$726.98	$826.82	$166.40

*1. These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive service represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.

Description	Amount of fee/Deposit
Commercial Solid Waste	
Additional Fee Commercial Services	
Lock	$15.60 per month
Set of Casters	$15.60 per month
Opening and Closing of Enclosures	No Charge
Excessive Maintenance	$130.00 per swap more than 1X per year

Temporary Refuse Roll-off Services (Maximum allowable fee)

Roll-off Type and Size	Container Rental Fee [1] (Per Day)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)		Disposal Fee [2] (Per Ton)	Processing Fee [3] (Per Ton)
10 CY Roll-off	$5.20	$234.01	$478.41		$62.40	$62.40
15 CY Roll-off	$5.20	$234.01	$478.41		$62.40	$62.40
20 CY Roll-off	$5.20	$234.01	$478.41		$62.40	$62.40
30 CY Roll-off	$5.20	$234.01	$478.41		$62.40	$62.40
40 CY Roll-off	$5.20	$234.01	$478.41		$62.40	$62.40

1. Container rental fee does not apply for the first 14 calendar days of service.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

*Could be subject to fees associated with contamination of materials.

Permanent Refuse Roll-off Services (Maximum Allowable Fees)

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee [1] (Per Month)	Collection Fee (Per Pull)		Disposal Fee [2] (Per Ton)	Processing Fee [3] (Per Ton)
10 CY Roll-off	$5.20	N/A	$478.41		$62.40	N/A
15 CY Roll-off	$5.20	N/A	$478.41		$62.40	N/A
20 CY Roll-off	$5.20	N/A	$478.41		$62.40	N/A
30 CY Roll-off	$5.20	N/A	$478.41		$62.40	N/A
40 CY Roll-off	$5.20	N/A	$478.41		$62.40	N/A
25 CY Roll-off Compactor	TBD[4]	$473.21	$509.61		$62.40	N/A
30 CY Roll-off Compactor	TBD[4]	$494.01	$520.01		$62.40	N/A
40 CY Roll-off Compactor	TBD[4]	$520.01	$488.81		$62.40	N/A

1. Does not apply if the customer owns the compactor unit.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer bill.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location.
4. Rental fees are dependent on specific equipment and configurations.

Tonnage must be reported to the customer as part of the customer's billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.

Commercial Recycling Services

Container Size	Weekly Collection Frequency

	EOW	1	2
96 - Gallon Cart	$34.32	$45.76	N/A
2 CY Dumpster	N/A	$105.04	$186.44
3 CY Dumpster	N/A	$117.52	$208.86
4 CY Dumpster	N/A	$130.00	$230.10
6 CY Dumpster	N/A	$154.96	$269.04
8 CY Dumpster	N/A	$177.85	$306.40

~~2nd and subsequent cart for EOW service $15~~	
~~2nd and subsequent cart for EOW service $20~~	

Utility Fees and Deposits

Description	Amount of fee/Dep
Utility Fees and Deposits	

Return Trip – Failure to have presence of responsible person for connection	$25
Credit Check	Actual Cost

Residential Electric Deposit	$200
Residential Water Deposit	$75
Commercial Deposit	Twelve (12) months avg x two (2), plus fifteen (15)%
Temporary Deposit follows same rules for Residential and commercial above	
Temporary Services – nonrefundable fee	$50

Solid Waste Deposit	$50

Deferred Payment Plan – Administration Fee	$25
New Application Fee	$50
Disconnect Fee	$50
Reconnect Fee	$50
After Hours Reconnect Fee	$75
Trip Fee – Investigation during regular business hours	$50
Trip Fee – Investigation after hours	$100
Miscellaneous Service Fee	$50
Meter Re-reading Fee	$25
Meter Inaccessible Fee	$25
Transfer of Service Fee (per account)	$20
Returned Check Fee	Actual cost
Meter Testing Fee – unless City initiated	Actual cost + $25 fee
Tampering with City Meter Charge – Actual costs could include cost of actual amounts of service used without City authorization, and cost associated with investigating the tampering claim.	Minimum $500 or actual damages or both

Reclaimed Water for Irrigation – per 1,000 gallons	$5, Minimum $5

Reclaimed Water – Cost related to permitting, inspecting and application	
Application Fee	$150
Resubmission/application review Fee	$50
Volume Charges per 1,000 gallons	$5
Engineering and other Professional Services	Actual Costs
Security Deposit	$500

Description	Amount of fee/Dep
Attachments to Utility Facilities Fees and Charges	
Pre-Permit Survey Fee	$50 per hour
Make-Ready Charges	$50 per hour
Annual Pole Attachment Fee	$10 per pole
Annual Conduit Attachment Fee	$2.50 per linear foot
Inspection Fee	$50 per hour
Unauthorized Attachment Penalty Fee	$30 per occurrence
Failure to Tag Penalty	$5 per occurrence
Failure to Move/Remove Facilities Penalty	$5

CEMETERIES

Description	Amount of fee/Dep
Fairview Cemetery	
Cost of one (1) plot – Resident of the City of Bastrop	$2,500
Cost of one (1) plot – Non-Resident of the City of Bastrop	$5,000
Cost of one (1) 8x8 columbarium niche – Resident of the City of Bastrop	$1,750
Cost of one (1) 8x8 columbarium niche – Non-Resident of the City of Bastrop	$2,000
Cost of one (1) 12x12 columbarium niche – Resident of the City of Bastrop	$3,300
Cost of one (1) 12x12 columbarium niche – Non-Resident of the City of Bastrop	$4,000
80% of the fee is deposited into the Operating fund	
20% of the fee is deposited into the Permanent Fund	
Recording Fee	$30
Permit Fee	$25
Burial Open / Close fees	
Opening and closing of columbarium niche	$200 / occurrence
Adult burial	$1,520
Double depth burial	$1,820
Infant/cremations burial	$1,160
Weekend surcharge	$125
Holiday surcharge	$600
Disinterment/Re-interment	$1,450 each
Liners	$750
Setup fee	$640

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

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 Housing Authority for a two-year term; and appointment of Debbie Denny to the Main Street Advisory Board for a two-year term.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM

BACKGROUND/HISTORY:

The City Council appoints citizens to serve on various boards and commissions that provide advice, recommendations, and support to the City on matters affecting the community.

The City Council is requested to consider the following appointments and reappointments to fill vacancies and continue citizen representation on City boards and commissions:

- **Bastrop Economic Development Corporation (BEDC):** Reappoint Lisa Holcomb to the Bastrop Economic Development Board for a two-year term.
- **Ethics Commission:** Reappoint Sumai Lokumbe to serve a three-year term.
- **Historic Landmark Commission (HLC):** Appoint Shana Quintanilla-Boyd (General Resident) and Becky Shaeffer (Structure Owner) to serve three-year terms.
- **Bastrop Housing Authority:** Appoint Christy Foreman to serve a two-year term.
- **Main Street Advisory Board:** Appoint Debbie Denny to serve a two-year term.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. R-2026-149, appointing and reappointing the individuals identified above to the respective boards and commissions for the designated terms.

ATTACHMENTS:

1. Resolution No. R-2026-149

RESOLUTION NO. R-2026-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPOINTING AND REAPPOINTING MEMBERS TO THE BASTROP ECONOMIC DEVELOPMENT CORPORATION, ETHICS COMMISSION, HISTORIC LANDMARK COMMISSION, BASTROP HOUSING AUTHORITY, AND MAIN STREET ADVISORY BOARD; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Bastrop, Texas (the "City"), maintains various boards and commissions to provide citizen participation, advice, and recommendations on matters affecting the City and its residents; and

WHEREAS, the City Council is authorized to appoint and reappoint members to City boards and commissions in accordance with applicable law and City ordinances; and

WHEREAS, the City Council desires to appoint and reappoint qualified individuals to serve on designated boards and commissions to fill vacancies and maintain citizen representation; and

WHEREAS, the City Council finds that the appointments and reappointment set forth herein serve the interests of the City and its residents;

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

Section 1. Findings

The foregoing recitals are hereby found to be true and correct and are incorporated into this Resolution for all purposes.

Section 2. Appointments and Reappointment

The City Council hereby approves the following appointments and reappointment to the respective boards and commissions for the terms indicated, subject to applicable law and City requirements:

1. Bastrop Economic Development Corporation (BEDC): Lisa Holcomb is hereby reappointed to serve a two-year term.
2. Ethics Commission: Sumai Lokumbe is hereby reappointed to serve a three-year term.
3. Historic Landmark Commission (HLC): Shana Quintanilla-Boyd (General Resident) is hereby appointed to serve a three-year term.
4. Historic Landmark Commission (HLC): Becky Schaeffer (Structure Owner) is hereby appointed to serve an unexpired term ending in 2028.

5. Bastrop Housing Authority: Christy Foreman is hereby appointed to serve a two-year term.
6. Main Street Advisory Board: Debbie Denny is hereby appointed to serve a two-year term.

The terms shall commence in accordance with the applicable provisions governing each board or commission. The City Secretary is authorized to record the appointments and reappointment and maintain the City's official records accordingly.

Section 3. Severability

If any provision of this Resolution or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 4. Effective Date

This Resolution shall take effect immediately upon its adoption by the City Council.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on this 27th day of October 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.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

Consider and act on Resolution No. R-2026-146, authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The goal of the Texas Community Development Block Grant (TxCDBG) Program is to develop viable communities by providing decent housing and a suitable living environment, as well as by expanding economic opportunities, principally for persons of low-to-moderate income. In awarding funding pursuant to Texas Government Code, Section 487.351(c), the Texas Department of Agriculture (TDA) shall give priority to eligible activities in the areas of economic development, community development, and rural health to support workforce development.

The TDA has put out a call for community application, which will provide the data they need to assess the community need and the project merits; this application is due on November 19, 2026. If the project we submit meets their scoring criteria, we will be invited to submit a project application in December.

Each proposed activity included in a TxCDBG Community Development application must meet U.S. Housing and Urban Development's (HUD) National Program Objective of principally benefitting low- to moderate-income (LMI) persons. LMI persons are those whose income is 80% or less of the area median family income (AMFI). The grant requires at least 51% of the benefiting population to be considered LMI. In Census Tract 9503.02 where the project will be located, nearly 63% are LMI.

Eligible project activities include water and/or sewer system improvements, flood protection and drainage structure improvements.

The City intends to submit Hunter's Crossing Drainage Improvements for consideration. The proposed project has an estimated construction cost of $800,000. The final project scope and associated engineering requirements remain subject to further review and consideration.

FISCAL IMPACT:

The City would be responsible for no less than 15% ($120,000) in matching dollars, which is based on expected project costs, maximum grant funds, and grant point structure.

RECOMMENDATION:

Adopt the Resolution.

ATTACHMENTS:

1. Resolution No. R-2026-146

RESOLUTION NO. R-2026-146

A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Bastrop desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Bastrop to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL/COMMISSIONERS COURT OF BASTROP, TEXAS,

1. That a Texas Community Development Block Grant Program application for the 2027-2028 Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.

2. That the City of Bastrop commits to dedicating no less than 15% of grant funds for activities identified by the state planning region as First Priority per the City of Bastrop's Drainage Master Plan (DMP).

3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

4. That the City of Bastrop is committing to provide $120,000.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this 27 day of October 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 Rocha Bernal & Zech, P.C.

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the October 13, 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 13, 2026, Regular City Council Meeting.

ATTACHMENTS:

- DRAFT October 13th City Council Regular Meeting

CITY OF BASTROP
BASTROP CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, October 13, 2026

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, October 13, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Pro-Tem John Kirkland, Council Member Cynthia Meyer, Council Member Kerry Fossler, Council Member Perry Lowe, Council Member Kevin Plunkett

Council Members Absent

Mayor Ishmael Harris

Staff Present

Assistant City Manager/ Fire Chief Andres Rosales
City Secretary Michael Muscarello
City Attorney Charles Zech
Public Information Manager Colin Guerra
Finance Director Judy Sandroussi
Development Services Director James Cowey
Deputy City Secretary Nichole Heinrich
Assistant to the City Manager Vivianna Andres
Main Street Director Michaela Joyce
Executive Administrative Assistant Taylor Andy

1. CALL TO ORDER

With a quorum present, Mayor Pro-Tem John Kirkland called the Regular City Council Meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE - United States of America and Texas Flags

Brodie Farquhar, Maya Owen, and Elara Owen led the Pledge of Allegiance.

3. INVOCATION

Chaplain Lauren Hansell, Bastrop Prayer and Healing Room, delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

Mayor Pro-Tem Kirkland amended the order of the agenda moving to item 9A.

DRAFT

9A. Consider and take action on Resolution No. 2026-142 of the City Council of the City of Bastrop, Texas, determining the costs of the proposed public improvements in the Valverde Public Improvement District (PID), approving the Proposed Assessment Roll for Improvement Area No. 2, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code.

Submitted by Judy Sandroussi, Finance Director

Mayor Pro-Tem Kirkland opened the public hearing at 6:55 p.m. No one spoke. Mayor Pro-Tem Kirkland closed the public hearing at 6:55 p.m.

MOTION: Council Member Plunkett made a motion to approve Resolution No. 2026-142 of the City Council of the City of Bastrop, Texas, determining the costs of the proposed public improvements in the Valverde Public Improvement District (PID), approving the Proposed Assessment Roll for Improvement Area No. 2, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code. Council Member Meyer seconded the motion.

AMENDED MOTION: Council Member Plunkett made a motion to set the public hearing to approve Resolution No. 2026-142 of the City Council of the City of Bastrop, Texas, determining the costs of the proposed public improvements in the Valverde Public Improvement District (PID), approving the Proposed Assessment Roll for Improvement Area No. 2, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code for October 27, 2026. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

Mayor Pro-Tem Kirkland amended the order of the agenda moving to item 4D.

4D. PROCLAMATION - National Chiropractic Health Month

The proclamation was read by Mayor Pro-Tem Kirkland and signed by Mayor Ishmael Harris.

5. WORK SESSIONS/BRIEFINGS

None

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: None

DRAFT

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 Pro-Tem Kirkland called for requests to remove any item from the Consent Agenda for separate discussion. Council Member Meyer removed item 8E.

8A. Consider action to approve the second reading of Ordinance No. 2026-37, amending the Municipal Service Plan for +/-12.95 acres of land out of the Nancy Blakey Survey, Abstract No. 98, out of the remainder of a called +/-30.00 acre tract conveyed to Erhard Legacy Partners, LTD., a Texas Limited Partnership, recorded in Document No. 201502919 of the Official Public Records of Bastrop County, Texas located within the city limits of the City of Bastrop, Texas, located east of Edward Burleson Lane, and north of State Highway 71, more commonly known as "Burleson Crossing East", as shown in Exhibit "A".

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

8B. Consider action to approve the second reading of Ordinance No. 2026-38, amending the Municipal Service Plan for +/-56.620 acres of land out of the Nancy Blakey Survey, Abstract No. 98, being a portion of the Reserve tract out of the plat of the Lone Star Storage Subdivision, and also being a portion of that certain +/-74.974 acre tract described in instrument to PRC 01 Bastrop, LLC recorded in Document No. 202200112 of the Official Public Records of Bastrop County, Texas, located within the city limits of the City of Bastrop, Texas, east of FM 969, and north of State Highway 71, more commonly known as "Pearl River/Sendero", as shown in Exhibit "A".

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

8C. Consider and act to approve Resolution No. R-2026-143 supporting the Bastrop Housing Authority's application to the St. David's Foundation Housing + Health Capital Call.

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

8D. Consider and act on Resolution No. R-2026-141, approving the location of the BTX Love Locks Sculpture and authorizing the City Manager to execute a TxDOT Multiple Use Agreement.

Submitted by: Michaela Joyce, Discover Bastrop Director

DRAFT

MOTION: Council Member Plunkett made a motion to approve the consent agenda as presented. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

8E. Consider and act to approve the Bastrop City Council minutes from the September 22nd City Council Regular Meeting, and the September 29th City Council Special Meeting.

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

MOTION: Council Member Meyer made a motion to amend the minutes from the September 29, 2026, Special City Council meeting to read "Motion was made by Council Member Meyer to accept the improvements and keeping Jessica Place closed. Council Member Fossler seconded the motion. *Mayor Harris called for a vote. Council Member Fossler called for discussion."* Council Member Lowe seconded the motion.

AMENDED MOTION: Council Member Fossler made a motion to amend the minutes from the September 29, 2026, Special City Council meeting to read "Motion was made by Council Member Meyer to accept the improvements and keeping Jessica Place closed. Council Member Fossler seconded the motion. *Mayor Harris called for a vote. Council Member Fossler called for discussion"* and amending the September 22, 2026, Regular City Council Meeting to include Council Member Fossler recused herself from item 9E and item 10B. Motion was accepted by Council Member Meyer and Council Member Lowe. Council voted 4-0. Motion carried.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9B. Consider action to approve the first reading of Ordinance No. 2026-40 of the City Council of the City of Bastrop, Texas, 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; establishing an effective date; and move to include on the October 27, 2026, City Council Consent Agenda for a second reading.

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

Council Member Plunkett recused himself from item 9B budget adjustment number 3 at 7:30 p.m. filing a conflict-of-interest statement with the City Secretary.

MOTION: Council Member Fossler made a motion to approve amendment number three as presented. Council Member Lowe seconded the motion. Council voted 3-0. Motion carried.

Council Member Plunkett returned to the meeting at 7:32 p.m.

DRAFT

MOTION: Council Member Meyer made a motion to approve amendment number one and two as presented. Council Member Lowe seconded the motion. Council voted 4-0. Motion carried.

9C. Conduct a public hearing, consider and act on the first 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; and move to include on the October 27, 2026, Consent Agenda for a second reading.

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

Mayor Pro-Tem Kirkland opened the public hearing at 7:35 p.m. No one spoke. Mayor Pro-Tem Kirkland closed the public hearing at 7:36 p.m.

MOTION: Council Member Plunkett made a motion to approve first 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; and move to include on the October 27, 2026, Consent Agenda for a second reading. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

9D. Conduct a public hearing, consider and act on the first 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; and move to include on the October 27, 2026, Consent Agenda for a second reading.

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

Mayor Pro-Tem Kirkland opened the public hearing at 7:37 p.m. No one spoke. Mayor Pro-Tem Kirkland closed the public hearing at 7:37 p.m.

DRAFT

MOTION: Council Member Meyer made a motion to approve first 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; and move to include on the October 27, 2026, Consent Agenda for a second reading. Council Member Fossler seconded the motion. Council voted 4-0. Motion carried.

10. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Pro-Tem Kirkland adjourned the October 13th Regular Meeting at 7:38 p.m.

CITY OF BASTROP, TEXAS

_____

Ishmael Harris, Mayor

ATTEST:

_____

Nichole Heinrich, TRMC
Deputy City Secretary

DRAFT

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

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.

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 Preliminary 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 Preliminary 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**, and authorizing the City Secretary and City staff to proceed with the required notice, filing, and public hearing processes in accordance with Chapter 372 of the Texas Local Government Code.

ATTACHMENTS:

- Ordinance 2026-45
- Exhibit A, FY 2026 - 2027 Annual Service Plan Update 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 Williamson Central 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 10, 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 CouncilmmeetingmasmrequiredmbymthemCity'smCharter.

_____
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

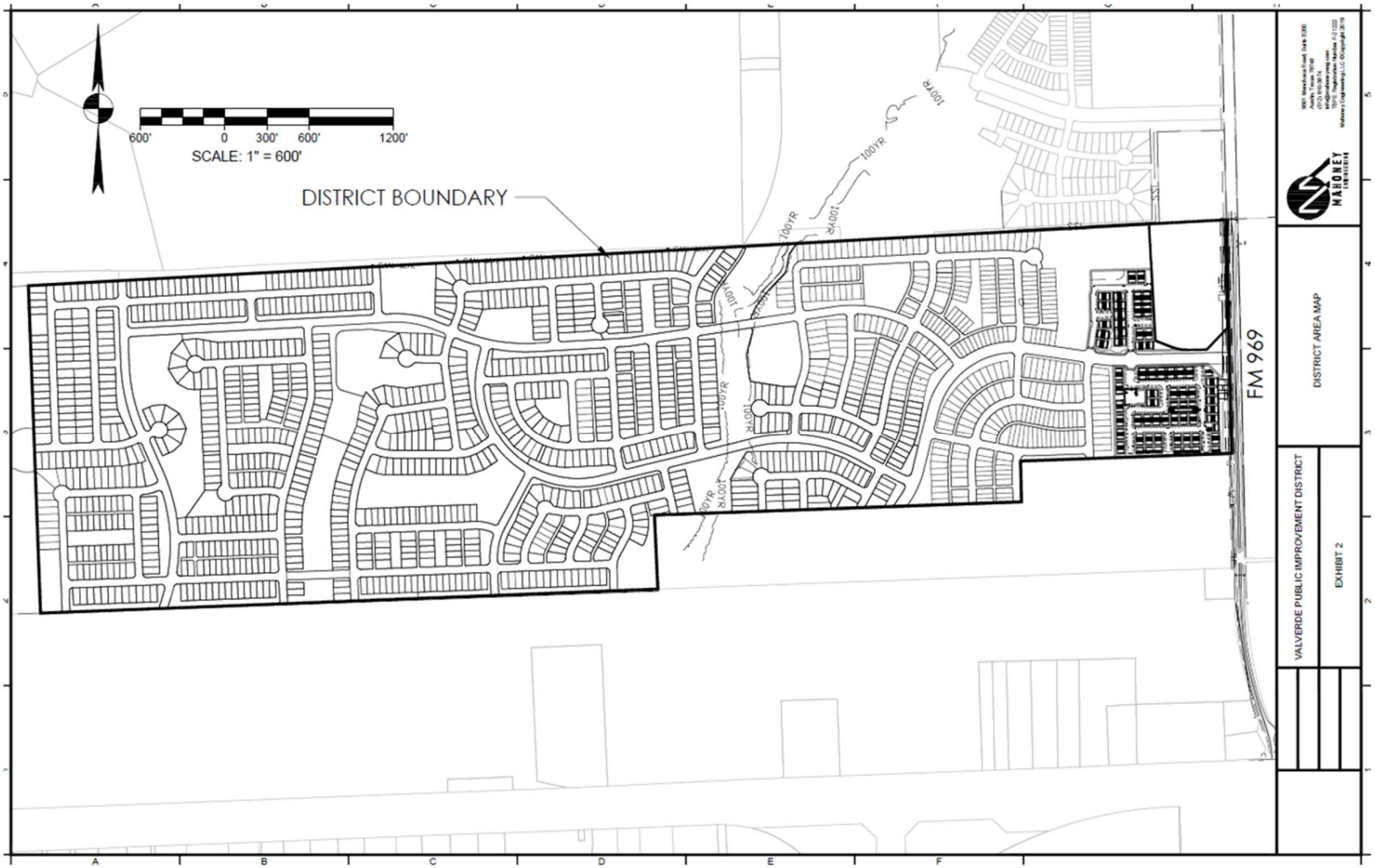


EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

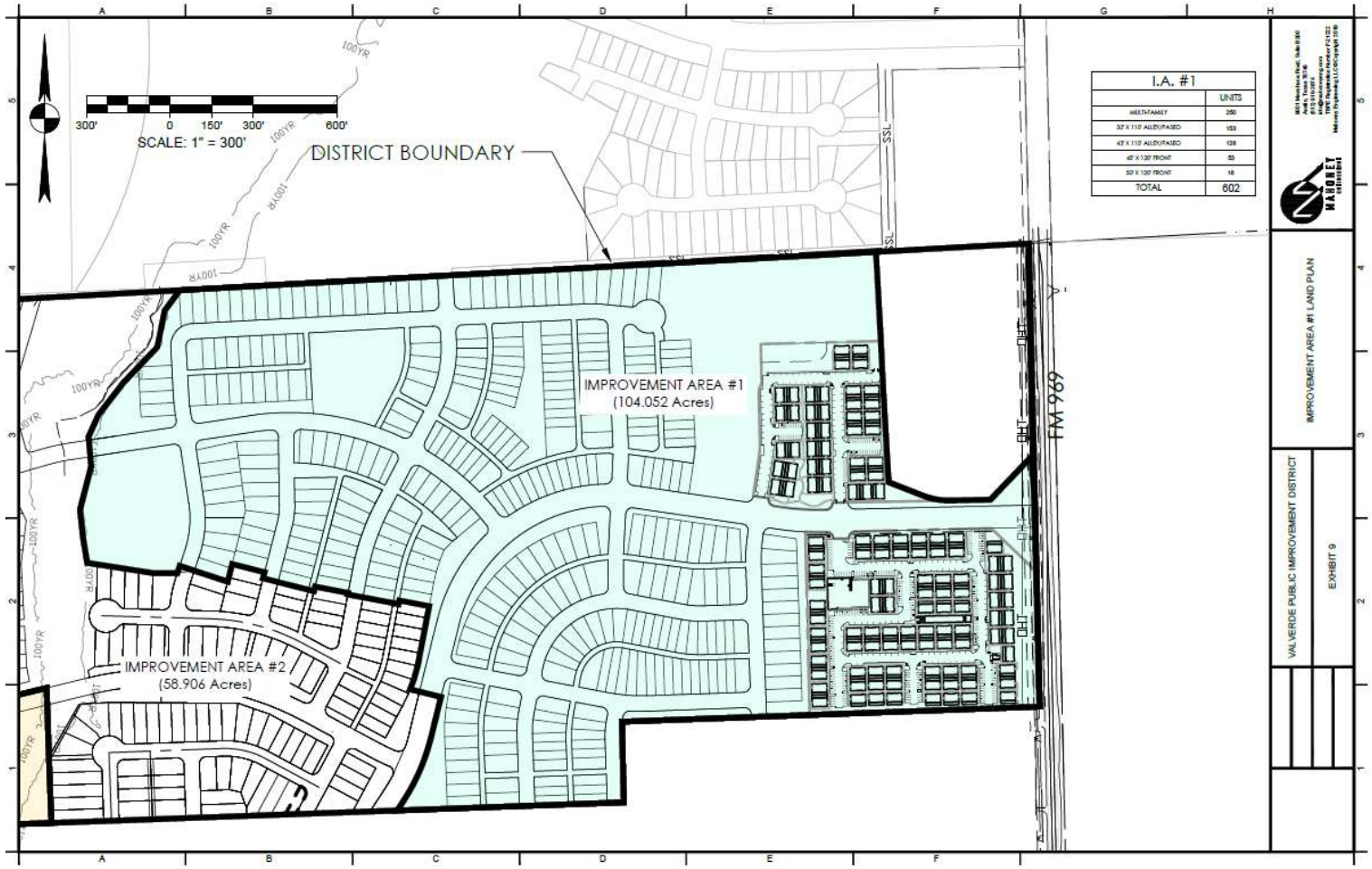


EXHIBIT A-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

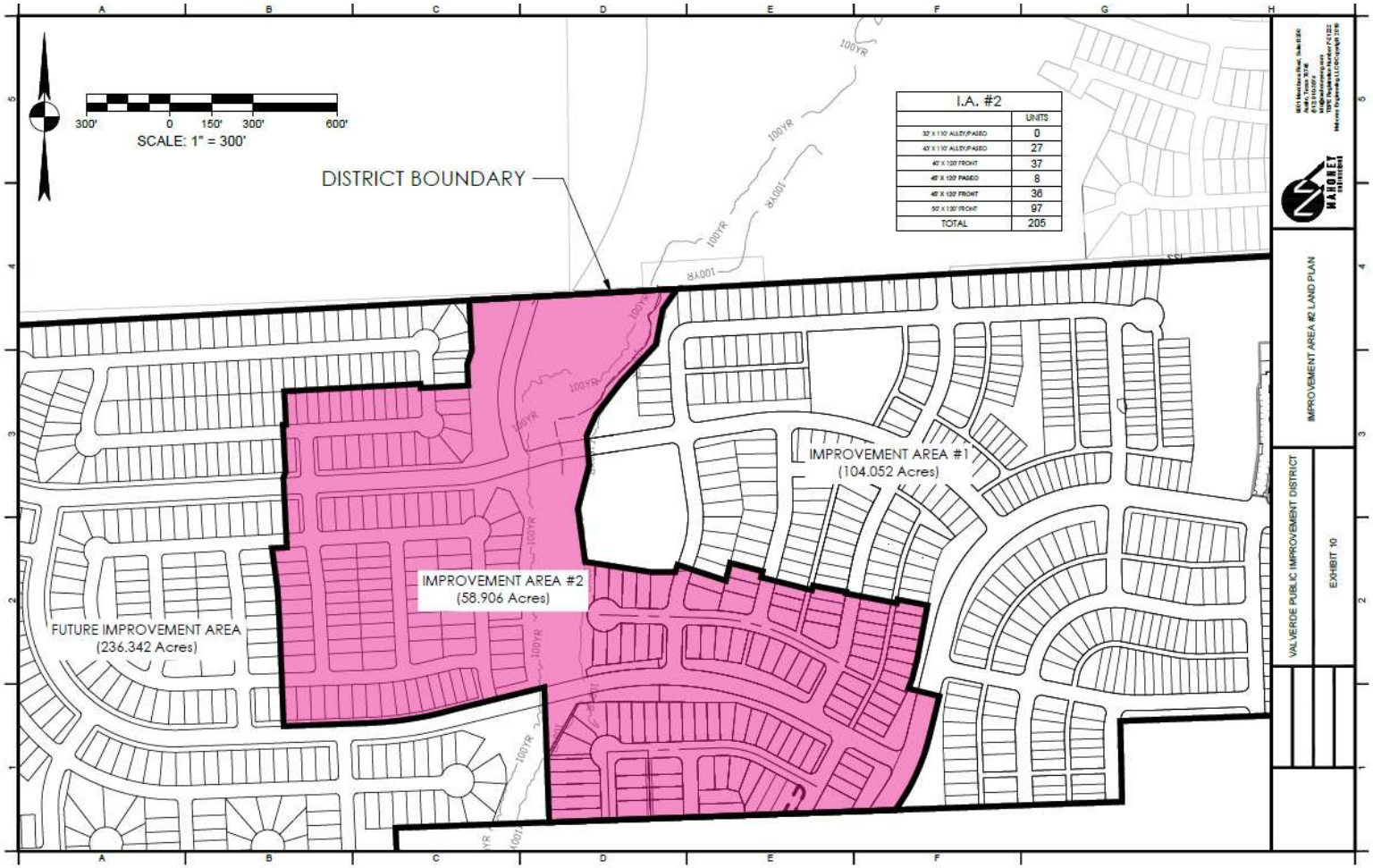


EXHIBIT A-4 – FUTURE IMPROVEMENT AREA BOUNDARY MAP

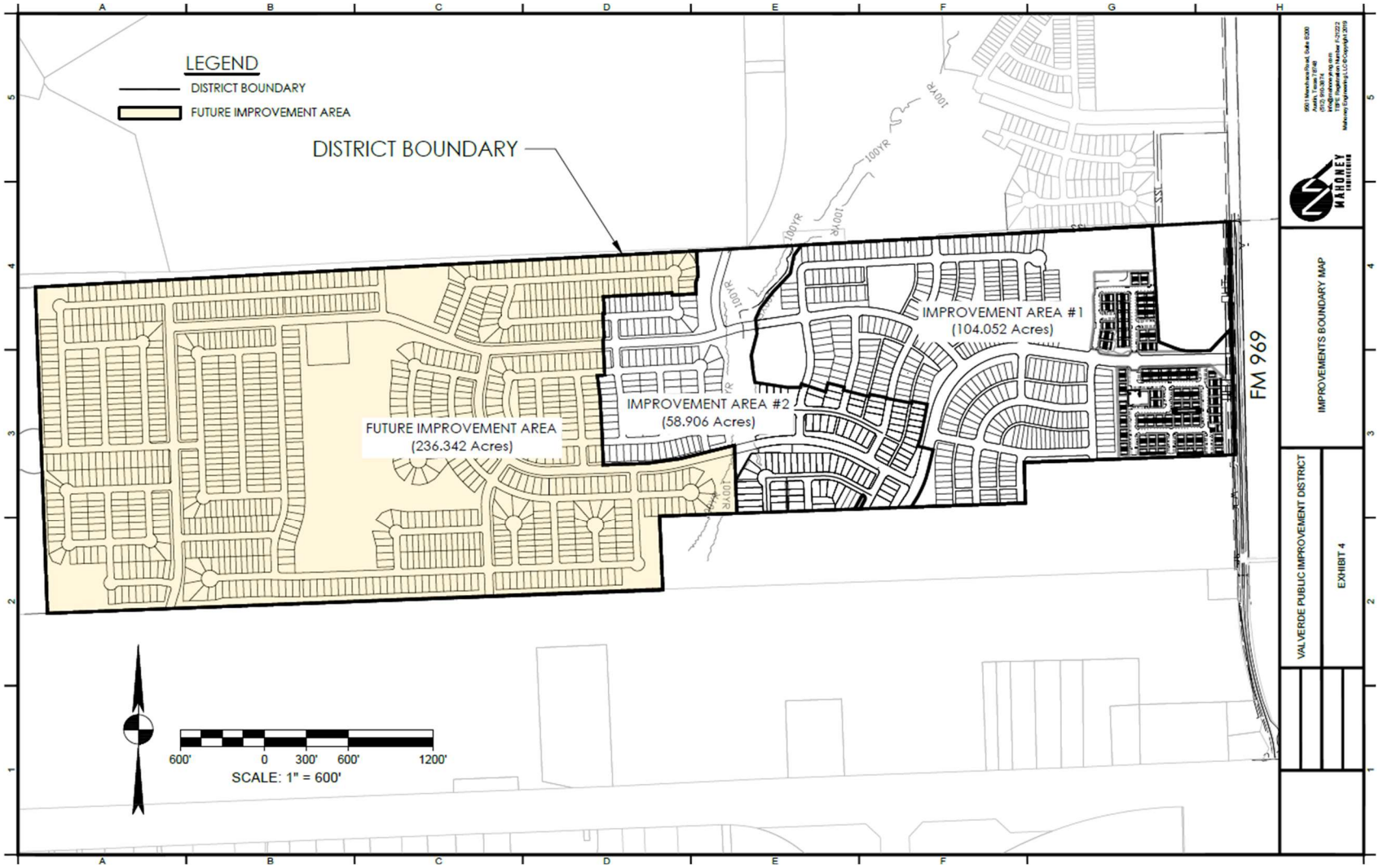


EXHIBIT B-1 – PROJECT COSTS

	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

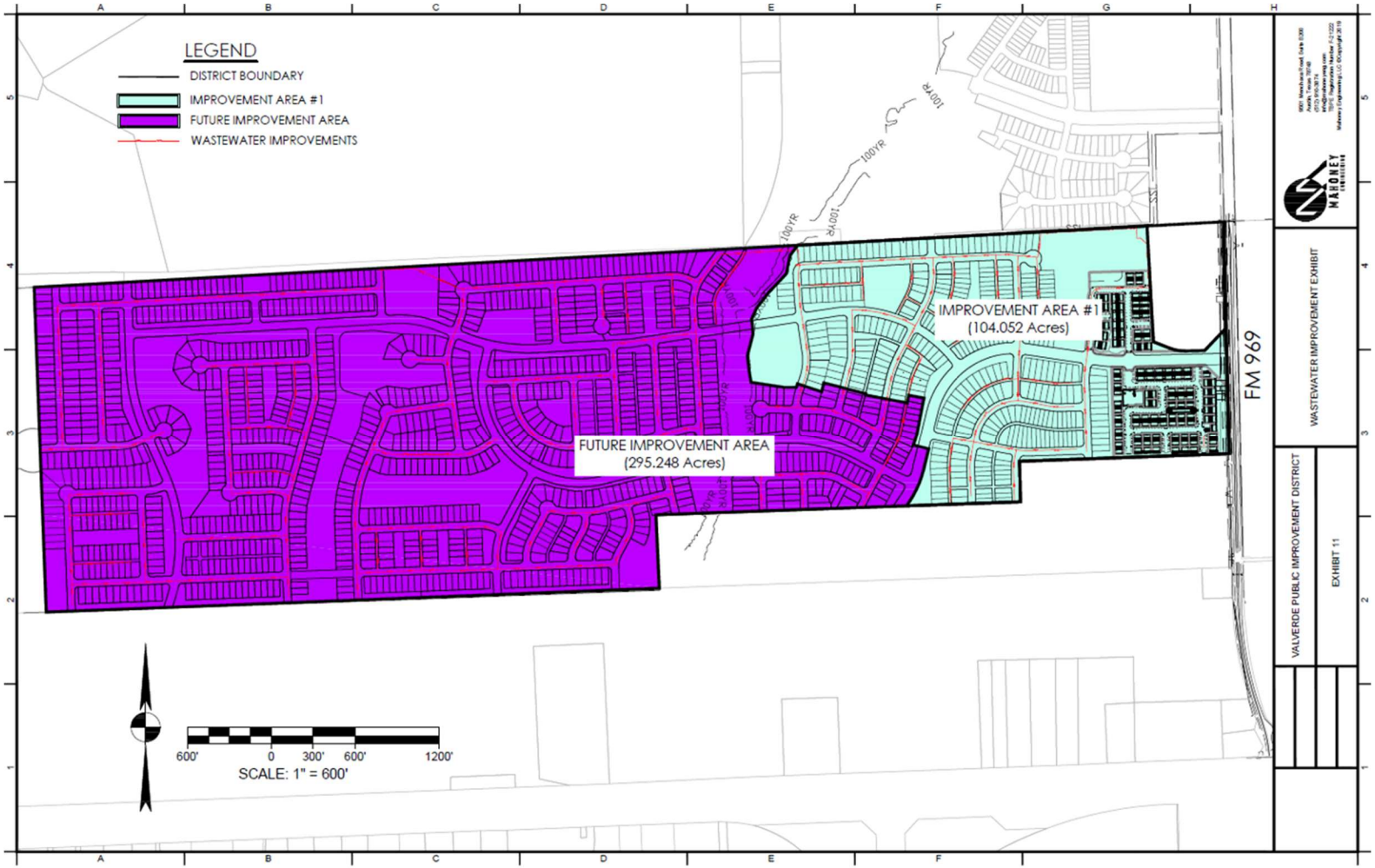
	Improvement Area #2 Reimbursement Obligation			
Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 45,725	$ 236,125	$ 40,000	$ 321,850
2028	$ 48,582	$ 233,267	$ 40,800	$ 322,650
2029	$ 51,619	$ 230,231	$ 41,616	$ 323,466
2030	$ 54,845	$ 227,005	$ 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**

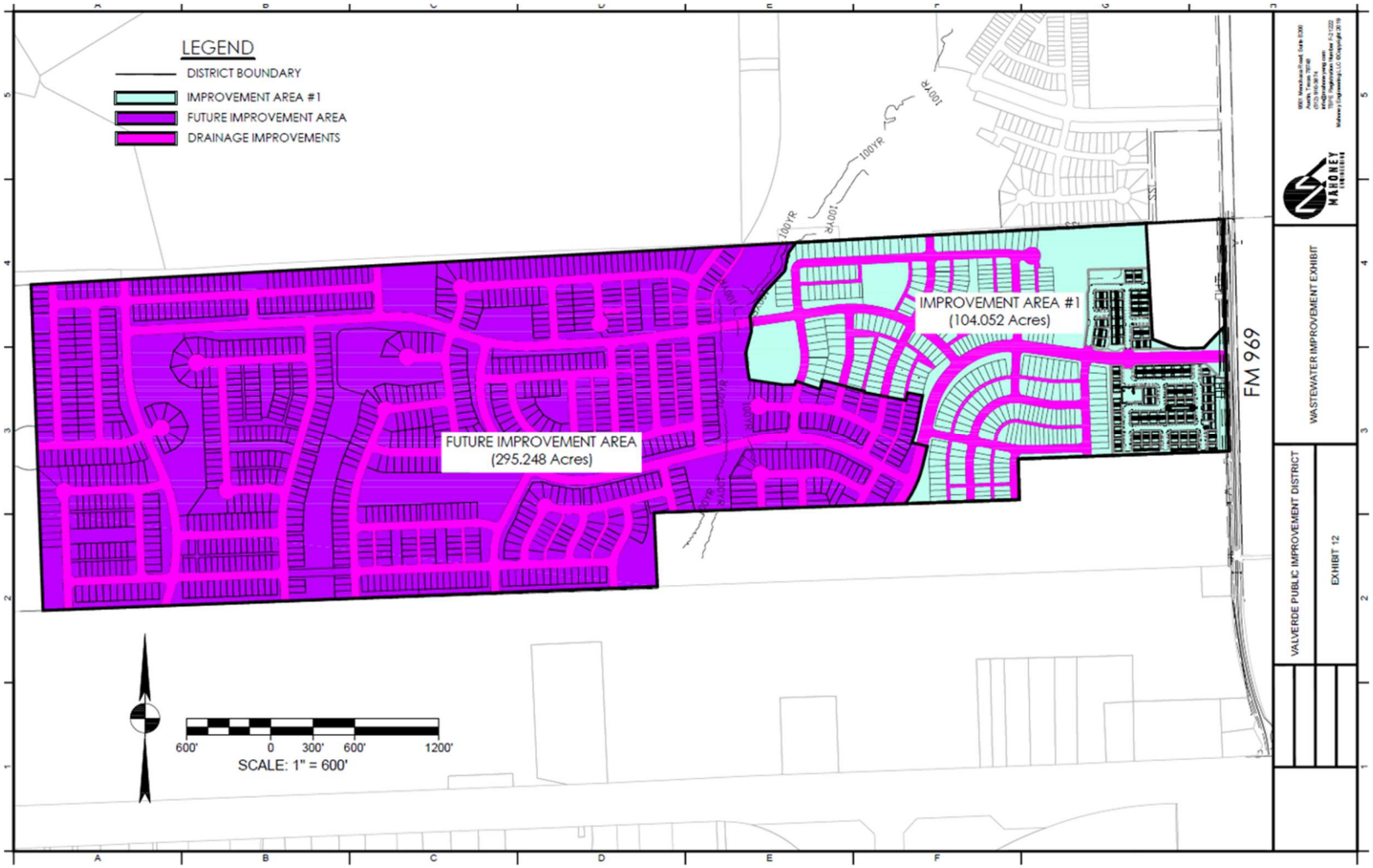
Footnotes:

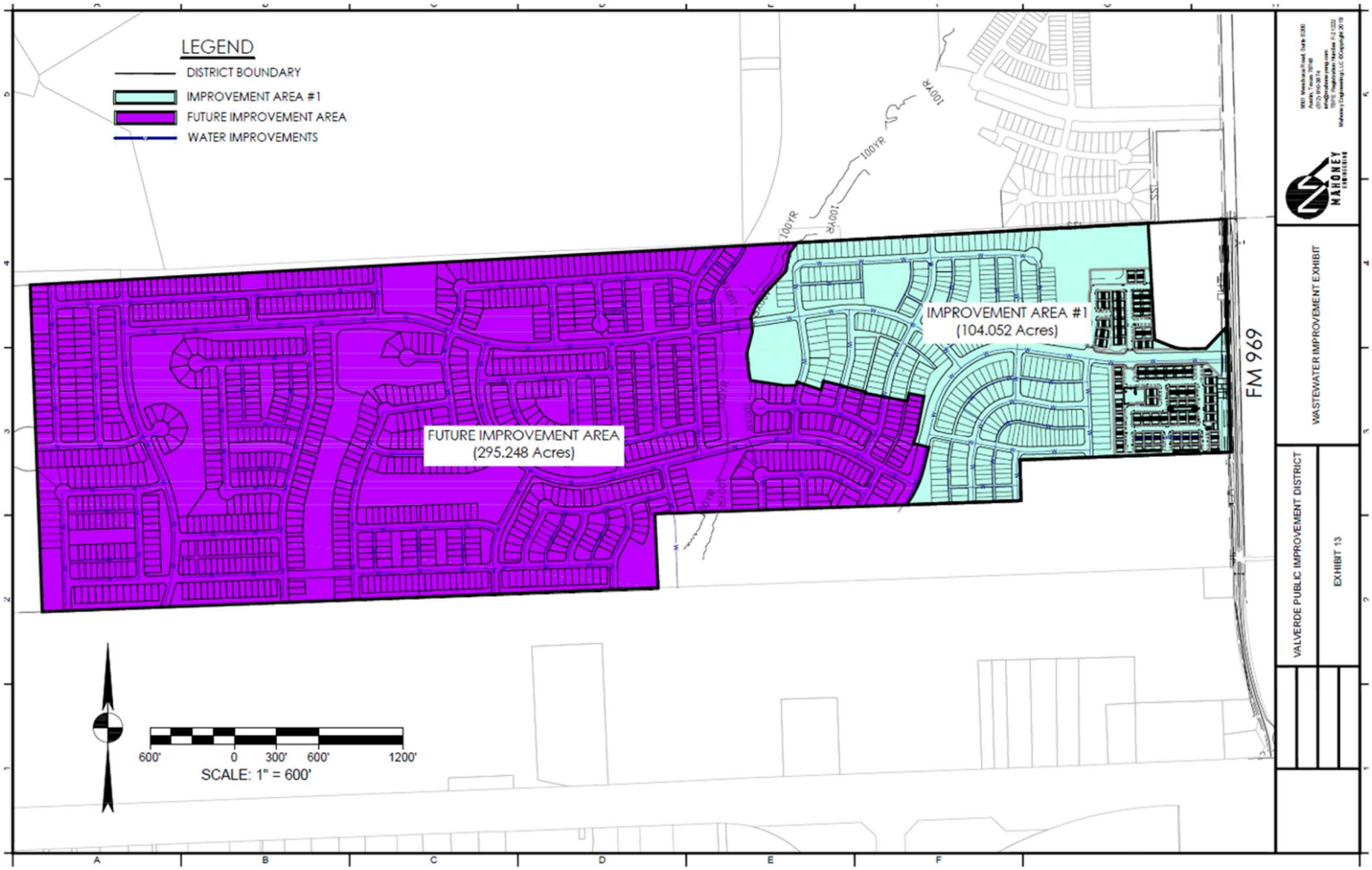
[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[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'
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
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SCALE: 1" = 600'
WASTEWATER IMPROVEMENT EXHIBIT
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 13

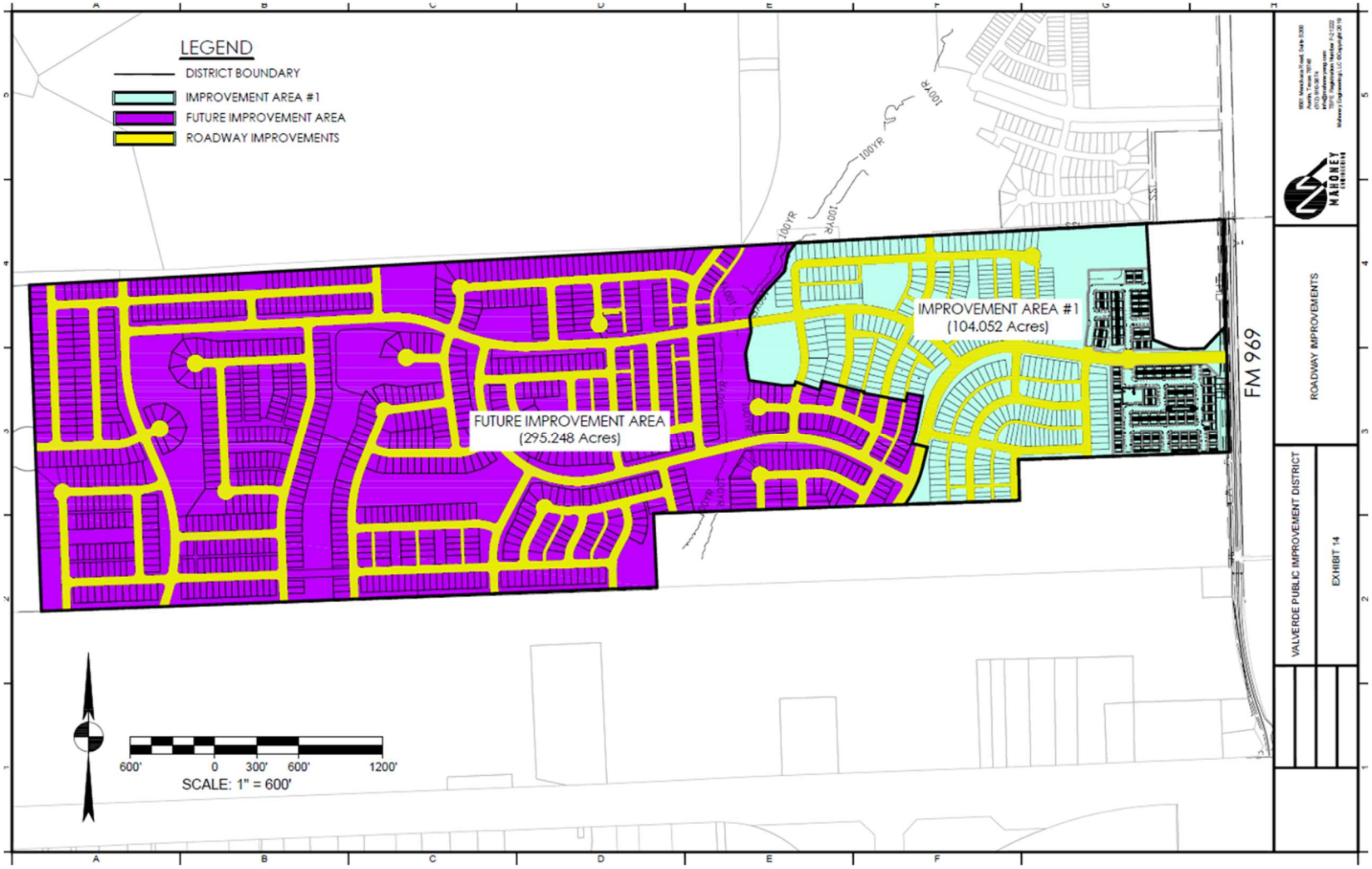
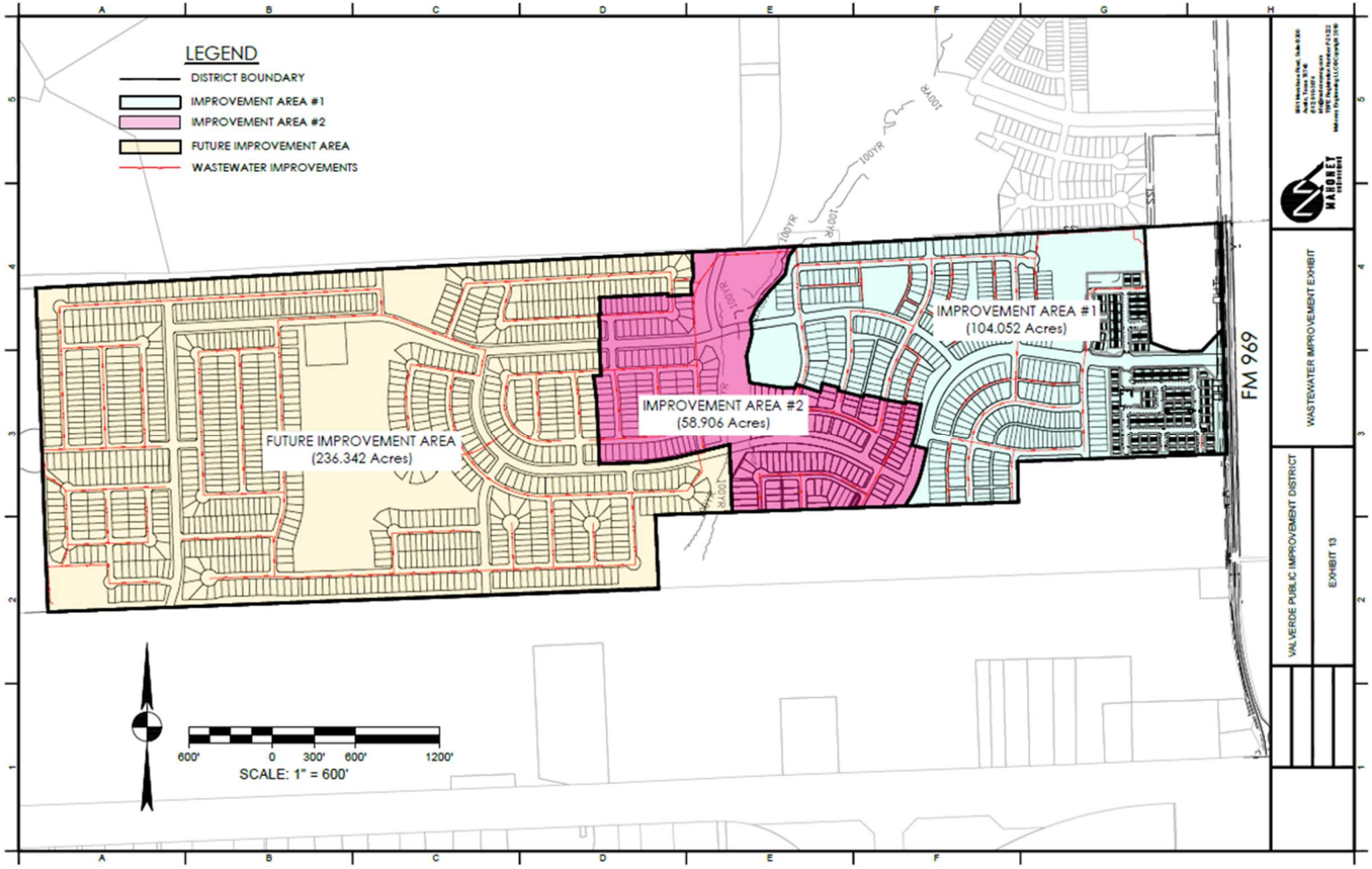
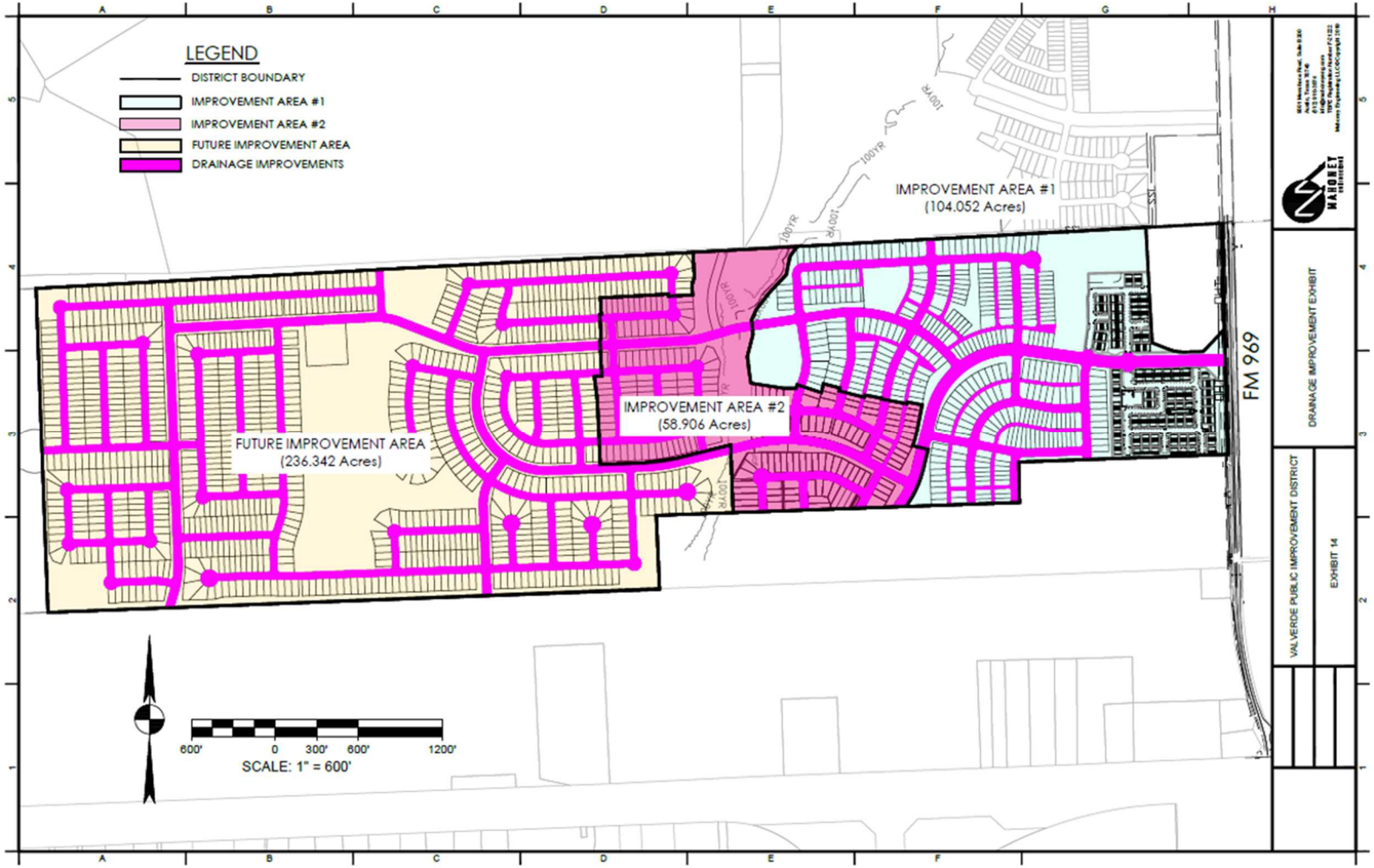
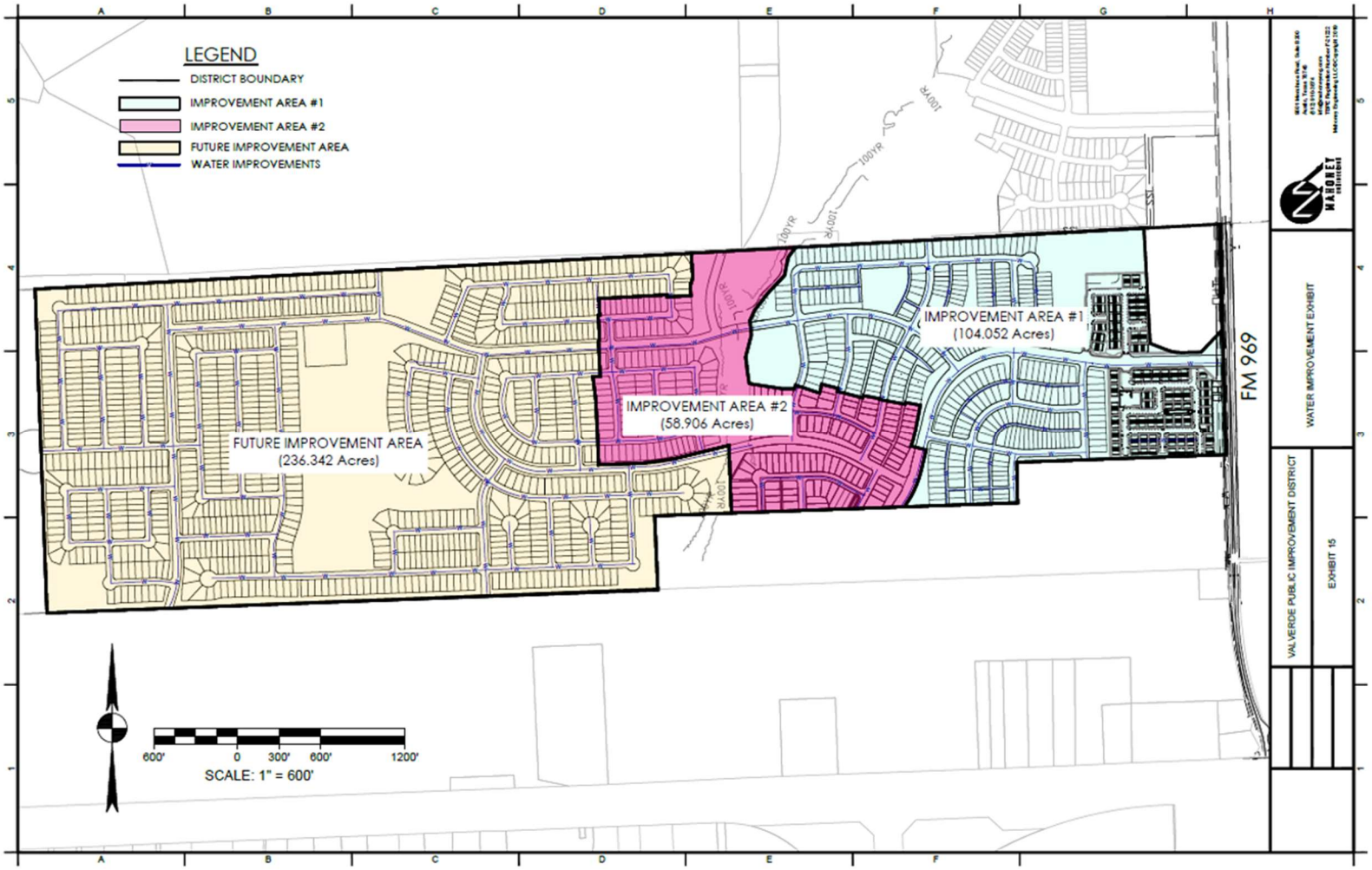

LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA
ROADWAY IMPROVEMENTS
IMPROVEMENT AREA #1
(104.052 Acres)
FUTURE IMPROVEMENT AREA
(295.248 Acres)
FM 969
100YR
600' 0 300' 600' 1200'
SCALE: 1" = 600'
MARONEY
ROADWAY IMPROVEMENTS
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 14

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
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SCALE: 1" = 600'
WATER IMPROVEMENT EXHIBIT
VALVERDE PUBLIC IMPROVEMENT DISTRICT
EXHIBIT 15

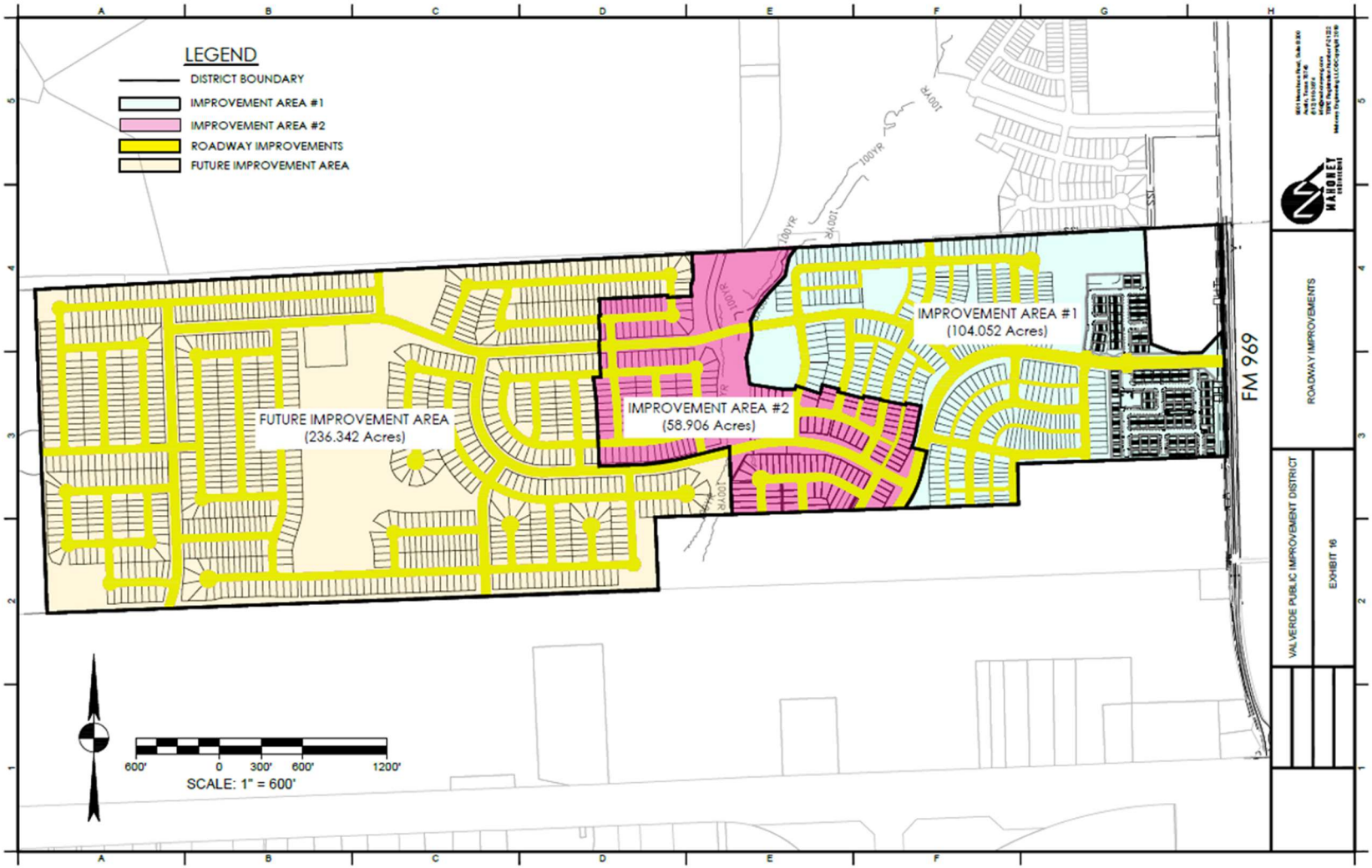
LEGEND
DISTRICT BOUNDARY
IMPROVEMENT AREA #1
IMPROVEMENT AREA #2
ROADWAY IMPROVEMENTS
FUTURE IMPROVEMENT AREA
IMPROVEMENT AREA #1
(104.052 Acres)
IMPROVEMENT AREA #2
(58.906 Acres)
FUTURE IMPROVEMENT AREA
(236.342 Acres)
FM 969
600' 0 300' 600' 1200'
SCALE: 1" = 600'
ROADWAY IMPROVEMENTS
VALVERDE PUBLIC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

Page 1 of 6

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

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.

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

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-PN.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;

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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.

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

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

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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;

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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

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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;

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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;

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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

Page 4 of 7

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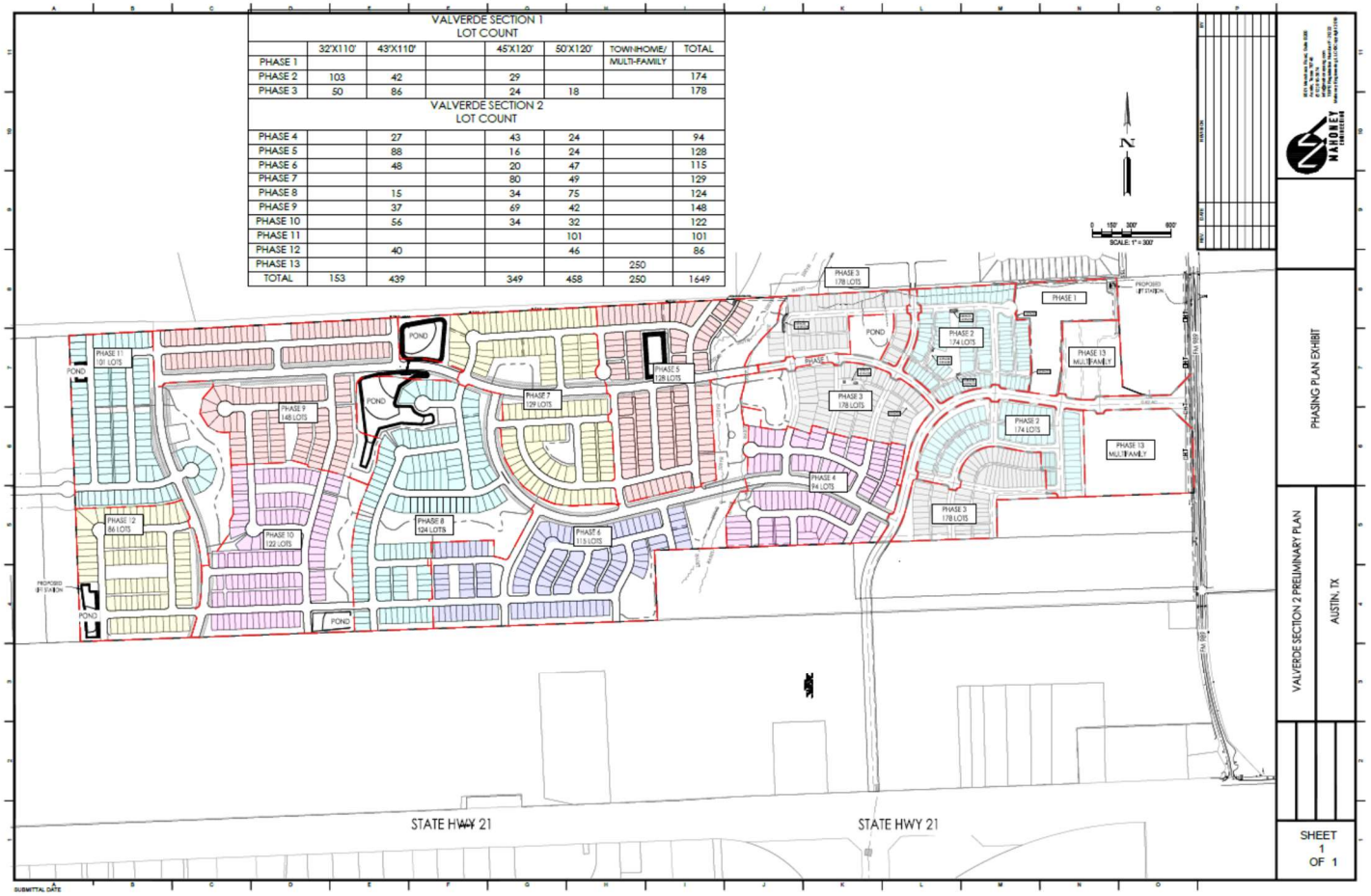
EXHIBIT M – LOT TYPE CLASSIFICATION MAP

VALVERDE SECTION 1 LOT COUNT							
	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
VALVERDE SECTION 2 LOT COUNT							
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

STATE OF TEXAS
JUAN P. MARTINEZ
106158
LICENSED
PROFESSIONAL ENGINEER
09/04/2026

TBPELS # F-21222

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4.0 DEVELOPMENT SCHEDULE 3
4.1 DESIGN STAGE 3
4.2 CONSTRUCTION STAGE 4

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

EXHIBIT 1. SITE LOCATION MAP ii
EXHIBIT 2. DISTRICT BOUNDARY MAP iii
EXHIBIT 3. IMPROVEMENT AREAS BOUNDARY MAP AND IMPROVEMENTS iv
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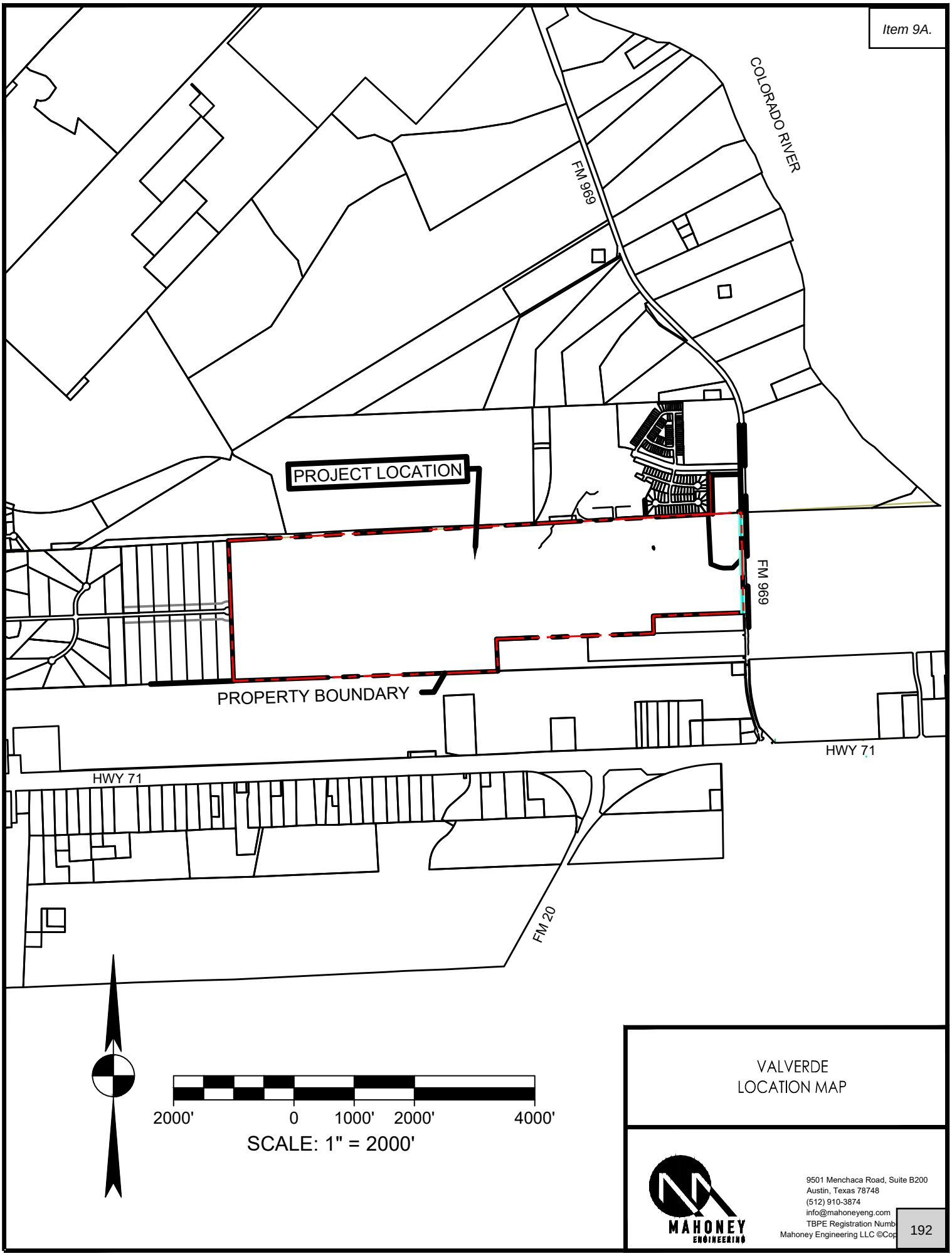
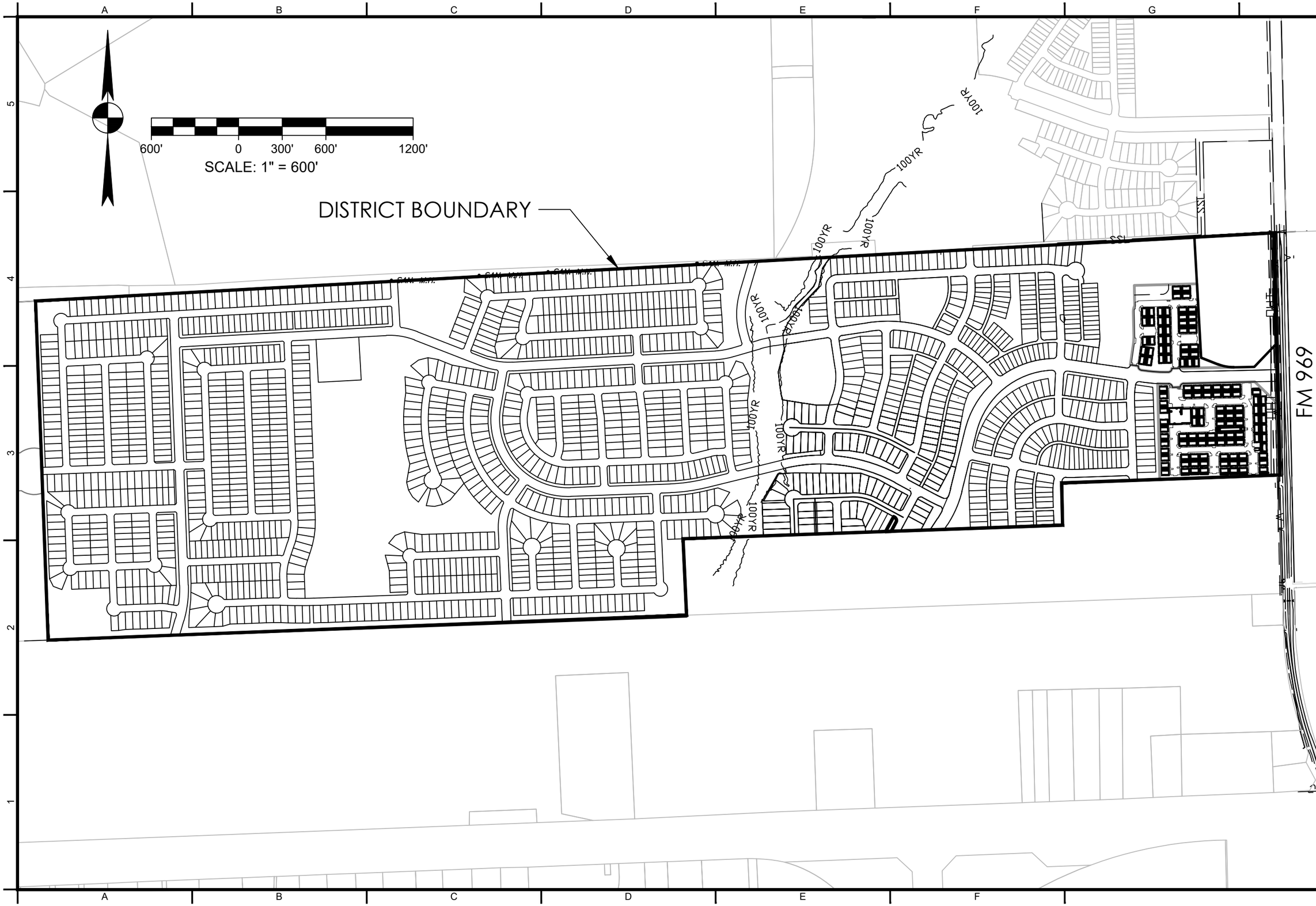
EXHIBIT 1. SITE LOCATION MAP



VALVERDE
LOCATION MAP

MAHONEY ENGINEERING
9501 Menchaca Road, Suite B200
Austin, Texas 78748
(512) 910-3874
info@mahoneyeng.com
TBPE Registration Numb
Mahoney Engineering LLC ©Cop

EXHIBIT 2. DISTRICT BOUNDARY MAP



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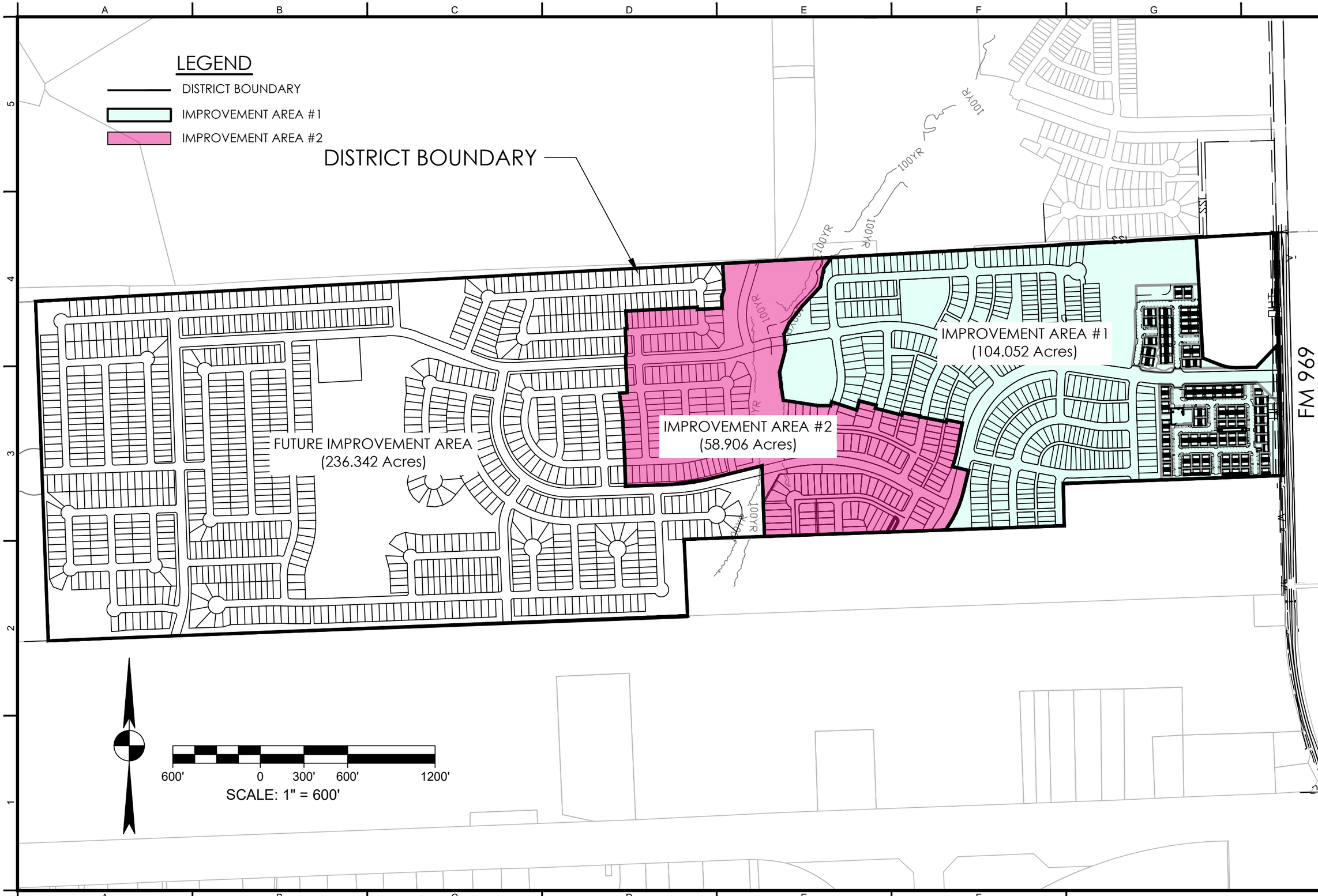
MAHONEY ENGINEERING

DISTRICT AREA MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 2

EXHIBIT 3. IMPROVEMENT AREAS BOUNDARY MAP AND IMPROVEMENTS



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TBPE Registration Number F-212
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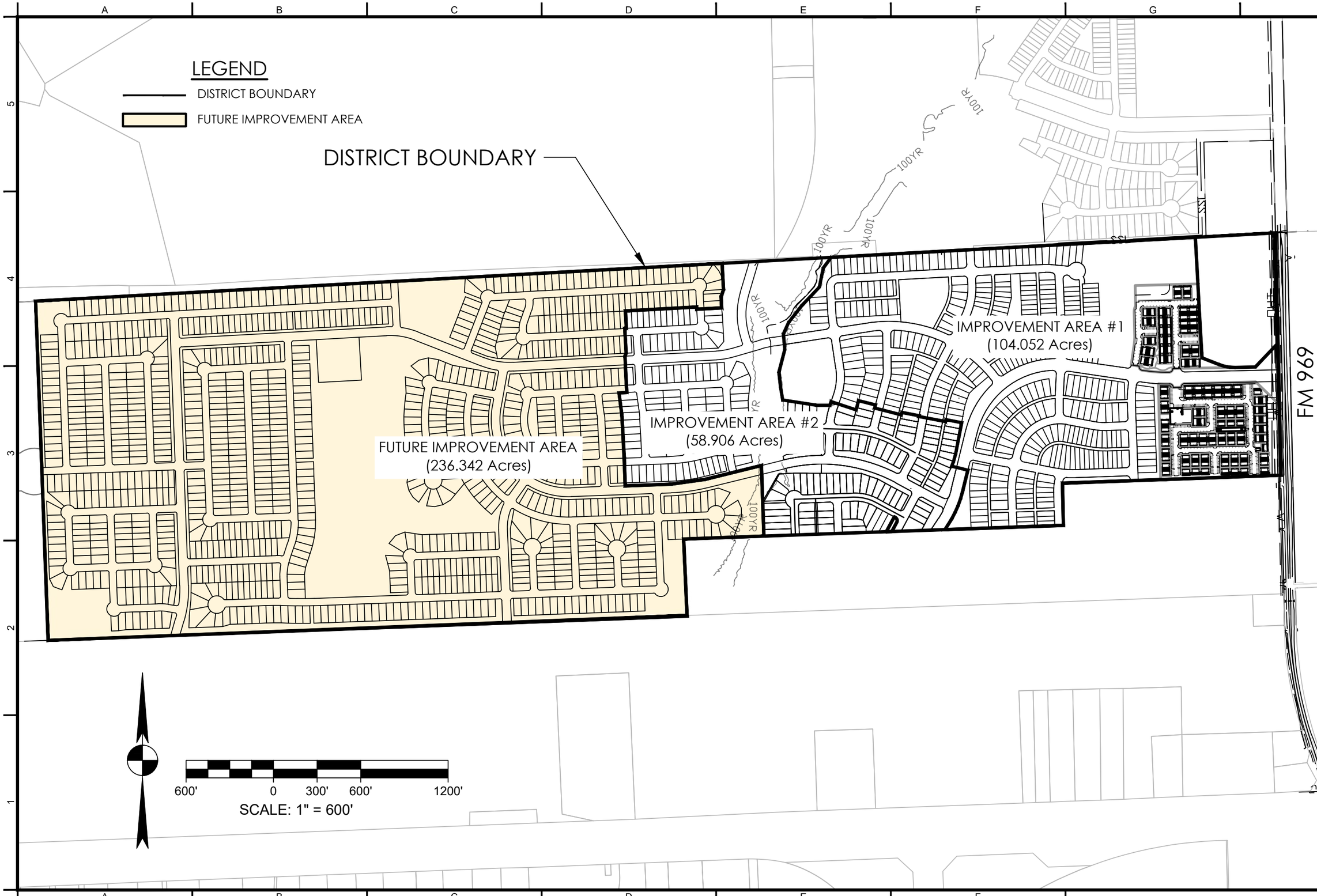
IMPROVEMENT AREAS BOUNDARY MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 3

EXHIBIT 4. FUTURE IMPROVEMENT AREA BOUNDARY MAP AND IMPROVEMENTS



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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.

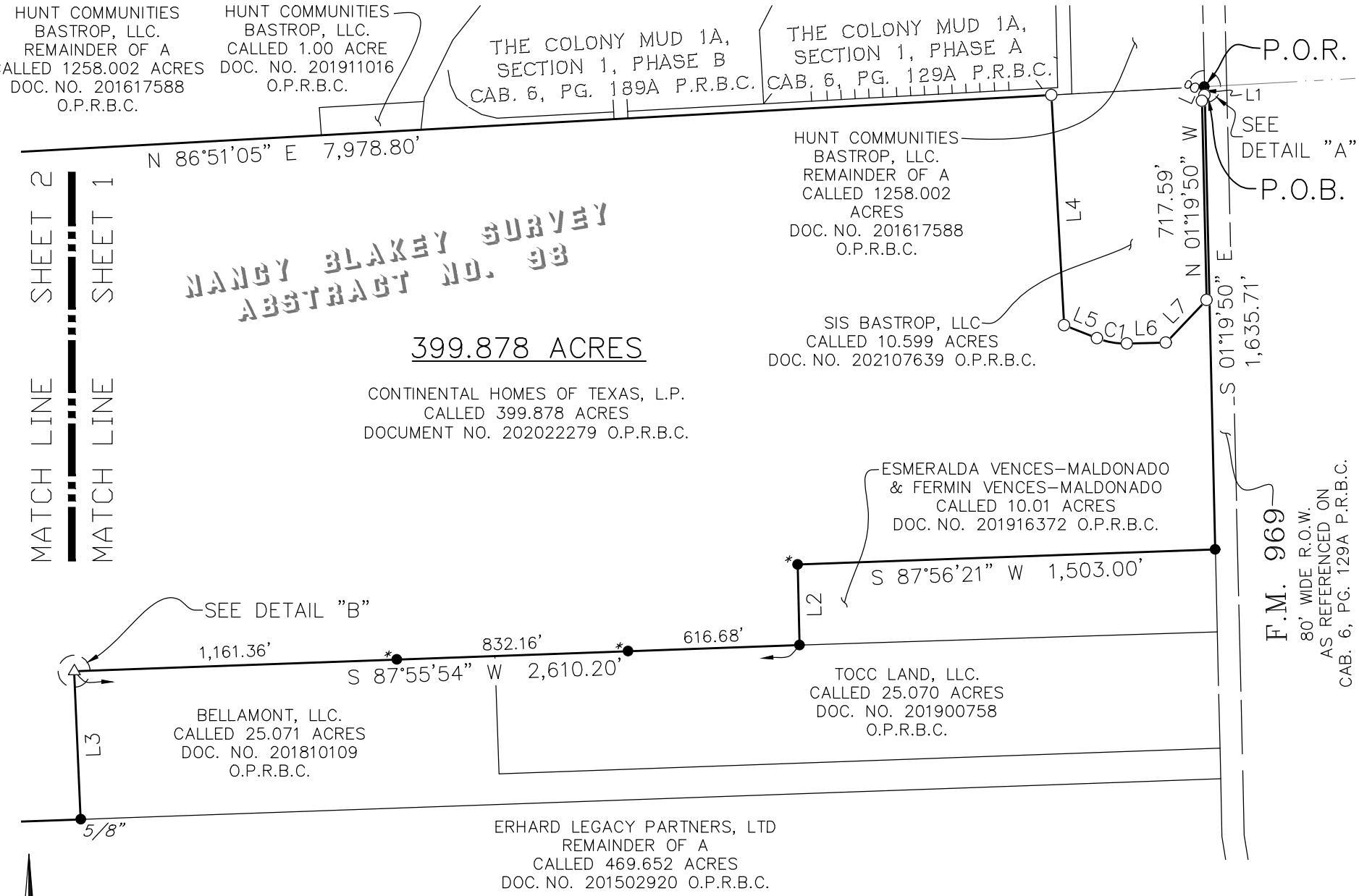
I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies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



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

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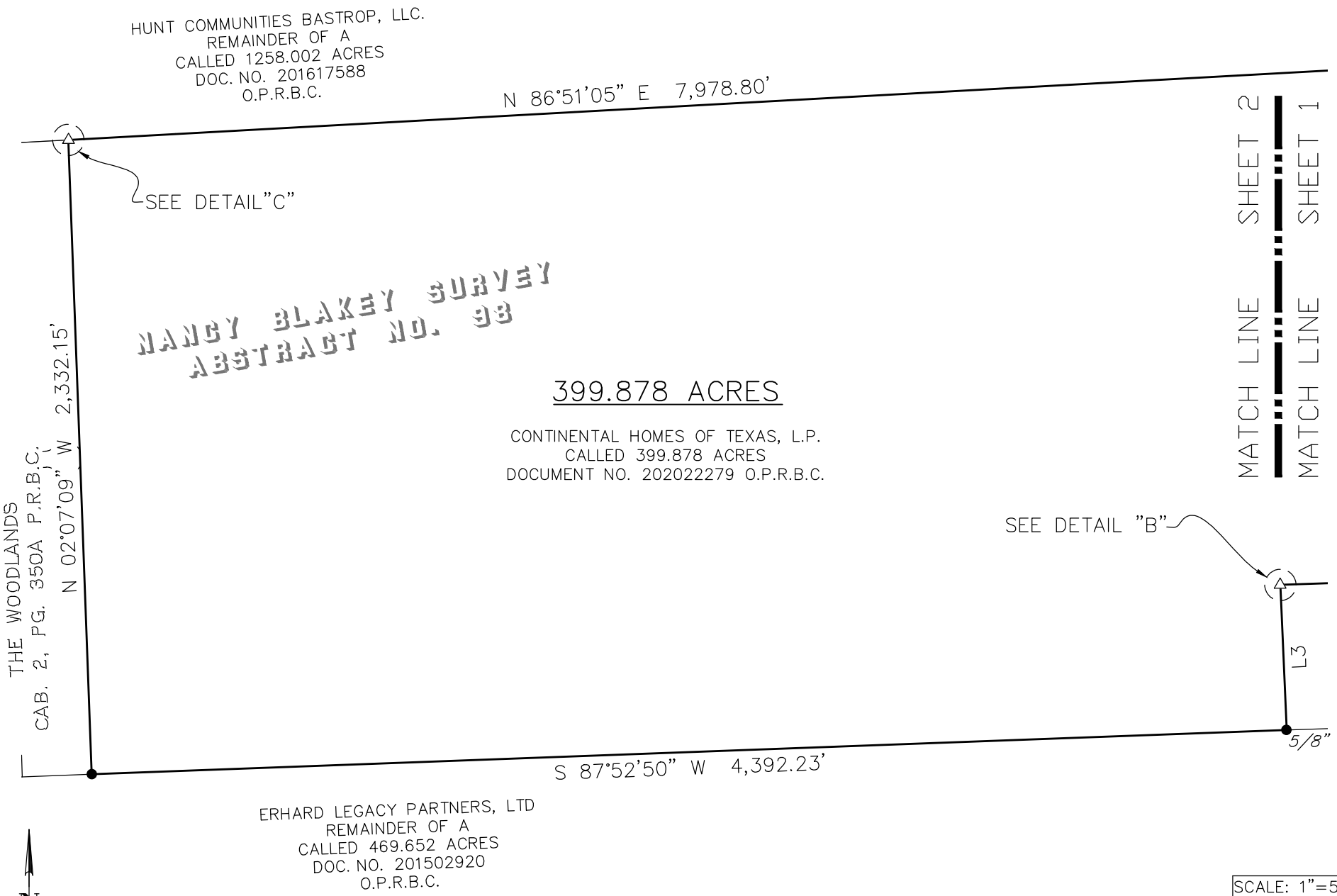
SCALE: 1"=500'

SHEET 4 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 7:54 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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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

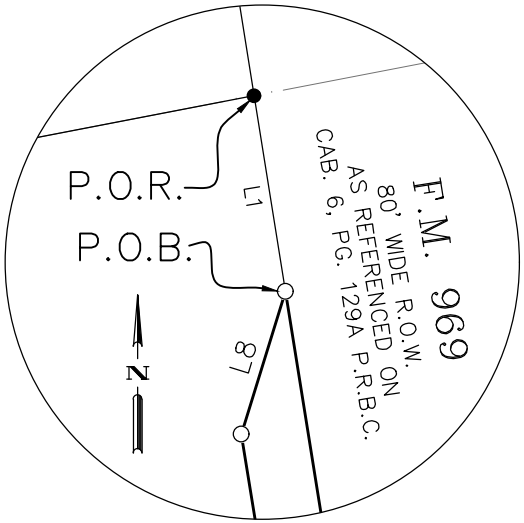
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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'

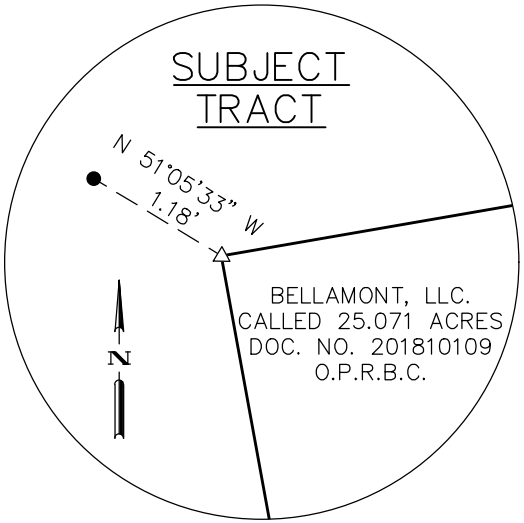
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'

LEGEND

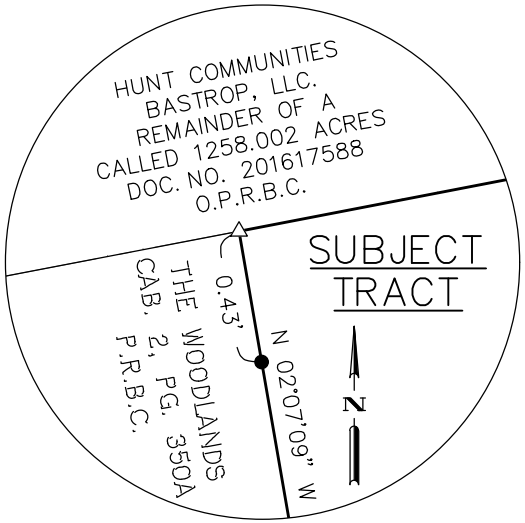
CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
* ●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2" 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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SHEET 6 OF 6

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EXHIBIT 6. 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.

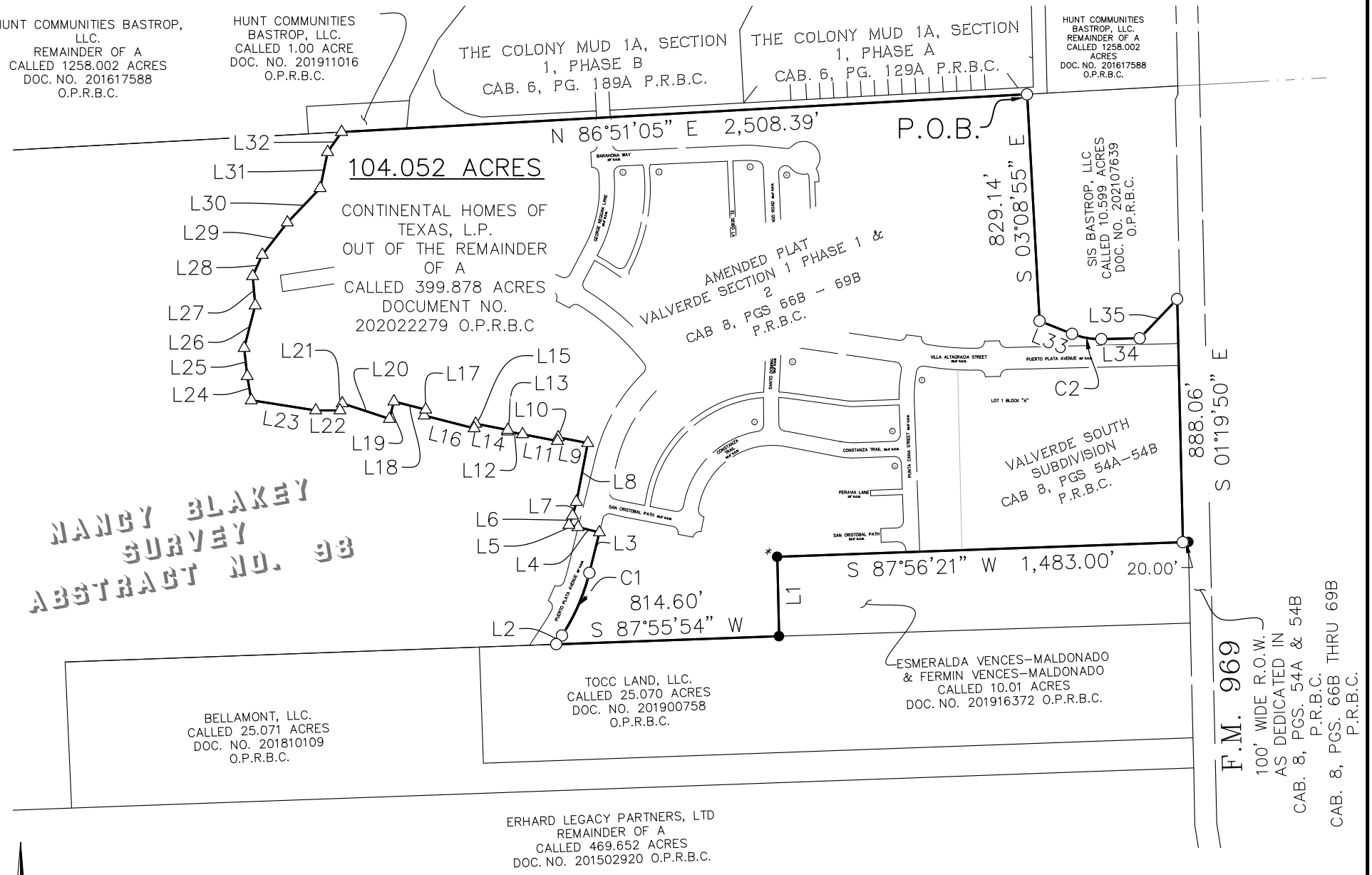
I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like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



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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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SHEET 7 OF 7

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EXHIBIT 7. 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.

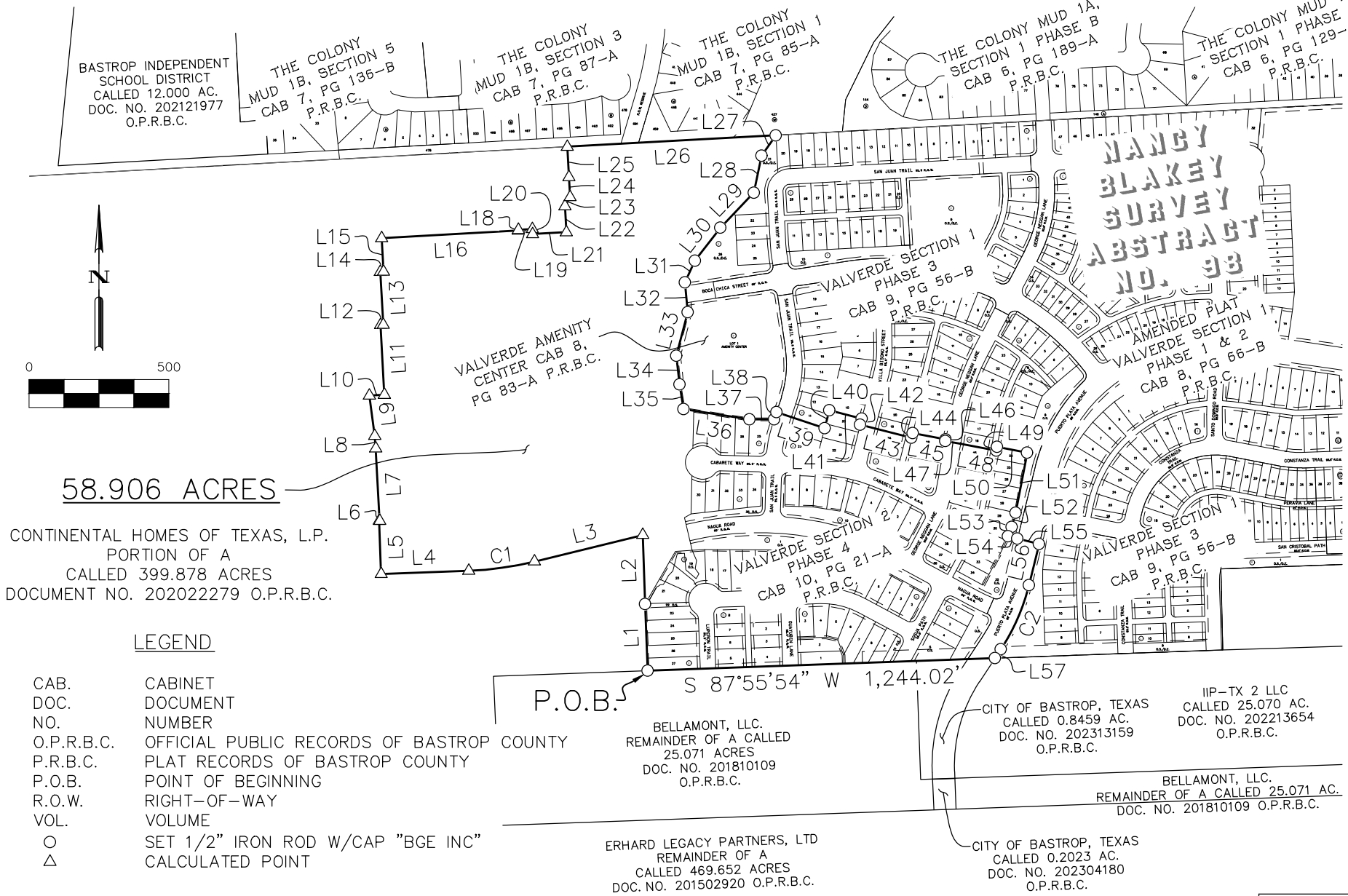
I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like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

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

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

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SCALE: ~

SHEET 8 OF 8

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EXHIBIT 8. 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.

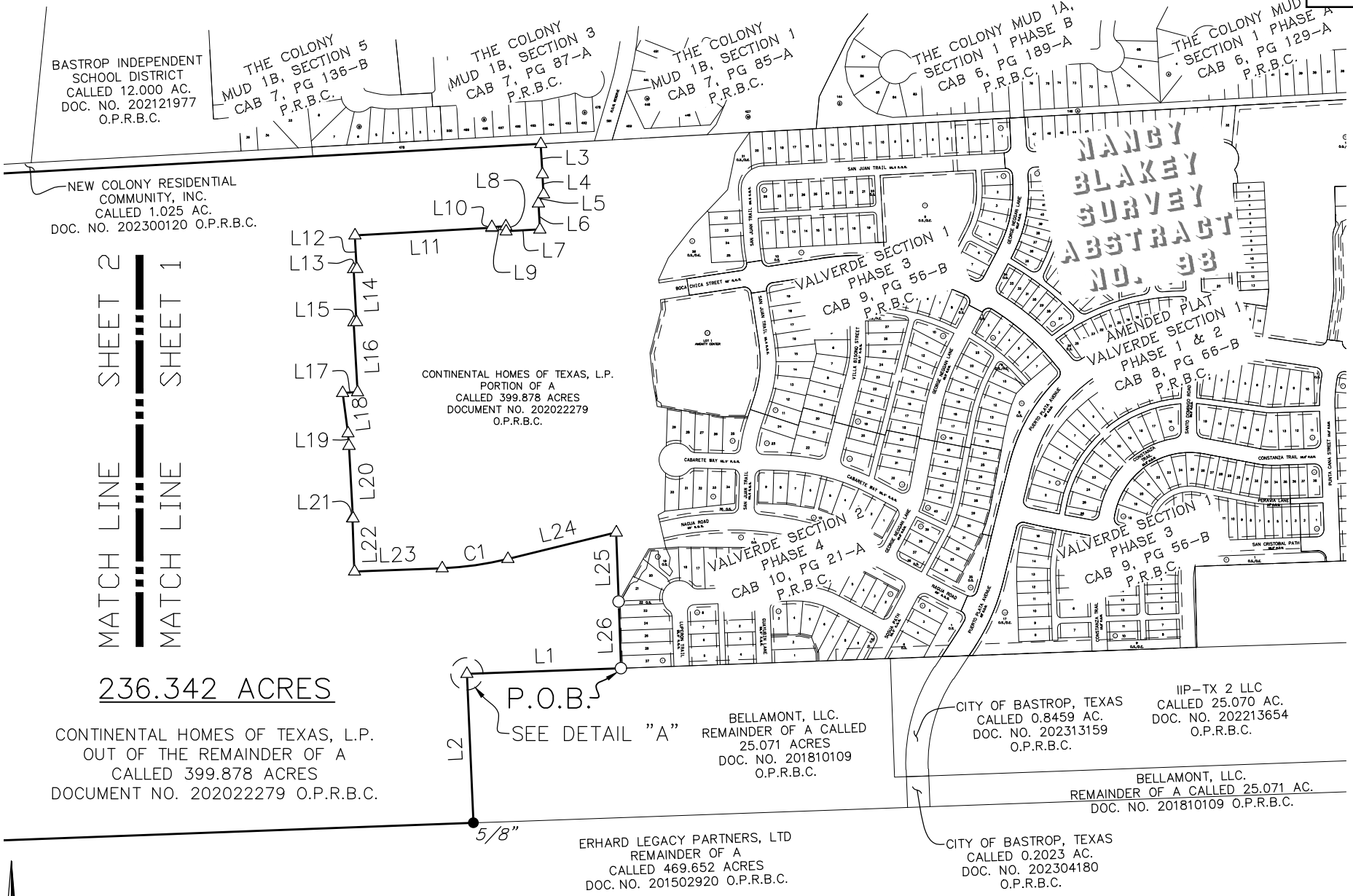
I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like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



BGE, Inc.
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TBPELS Licensed Surveying Firm No. 10106500

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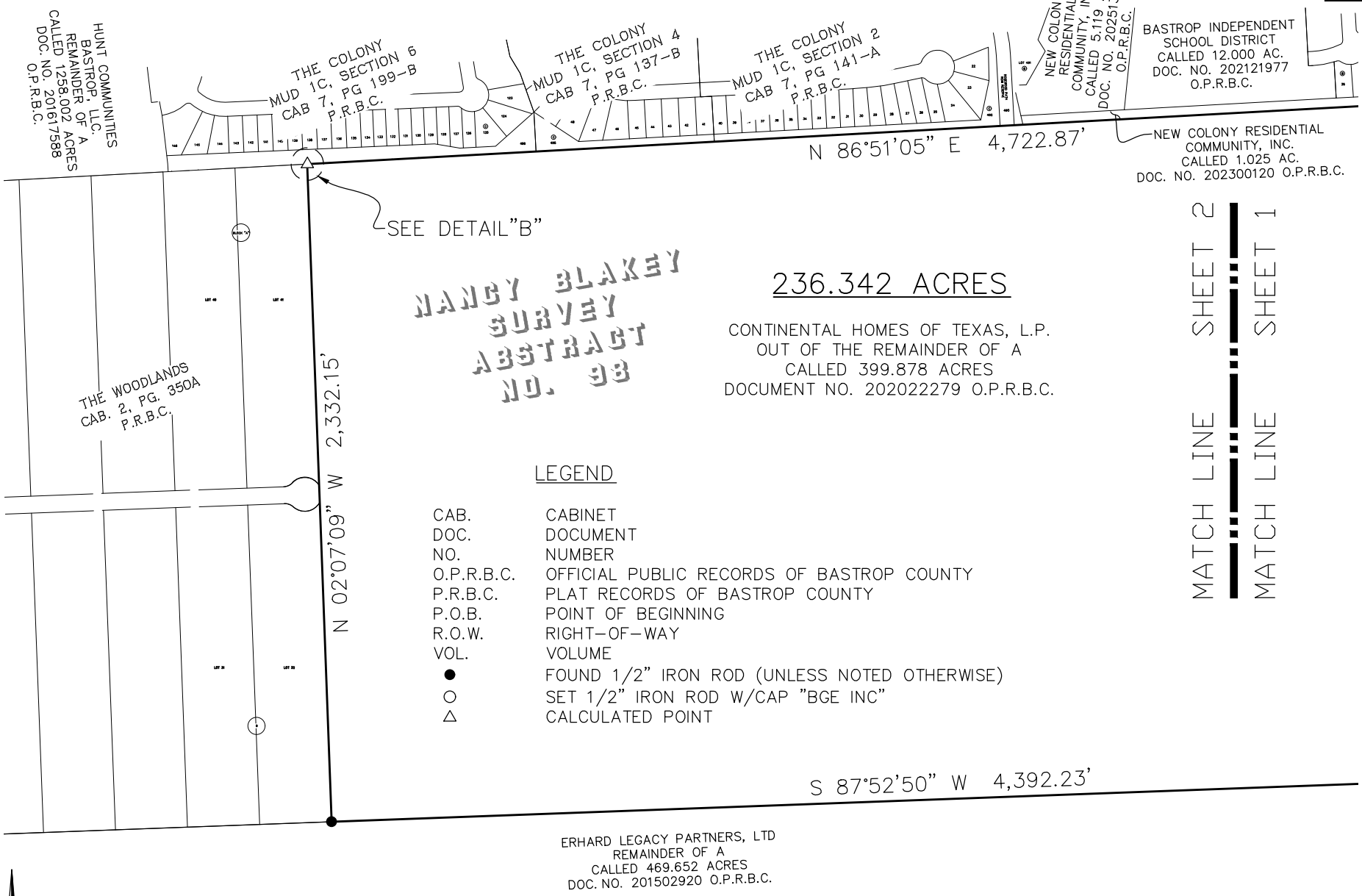
SCALE: 1"=500'

SHEET 5 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 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

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: 1"=500'

SHEET 6 OF 7

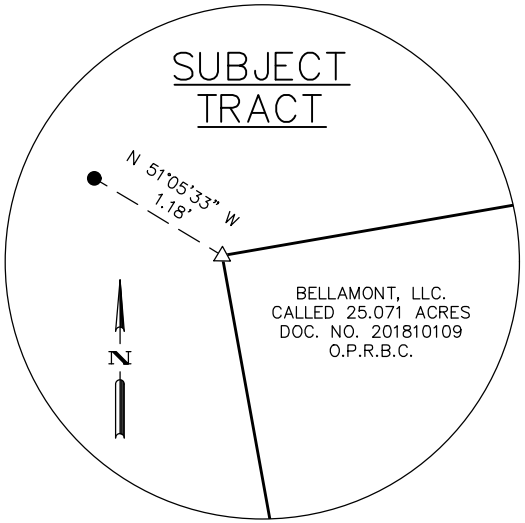
O:\00008225-01\SV\04_Finals\Drawings\8732-00 Future Improvement Area_236.342_AC-R.dwg, 9/3/2026 3:44 PM, Dion Albertson

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

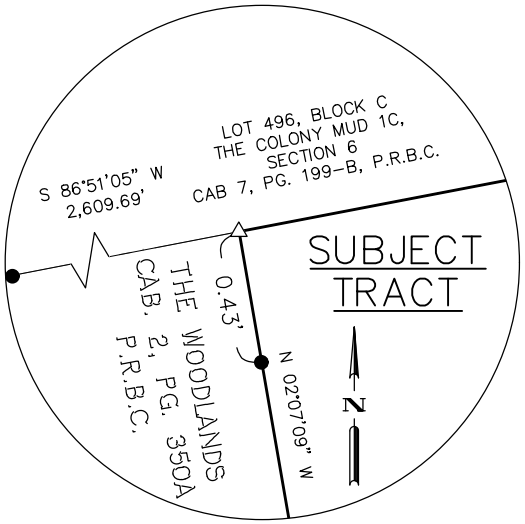
LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 87°55'54" W	551.57'
L2	S 02°31'46" E	533.70'
L3	S 03°12'19" E	108.91'
L4	S 03°09'43" E	71.30'
L5	S 29°13'19" W	37.03'
L6	S 03°03'43" E	93.72'
L7	S 86°51'05" W	121.17'
L8	N 03°08'55" W	18.00'
L9	S 86°51'05" W	50.00'
L10	S 03°08'55" E	2.80'
L11	S 86°51'05" W	490.00'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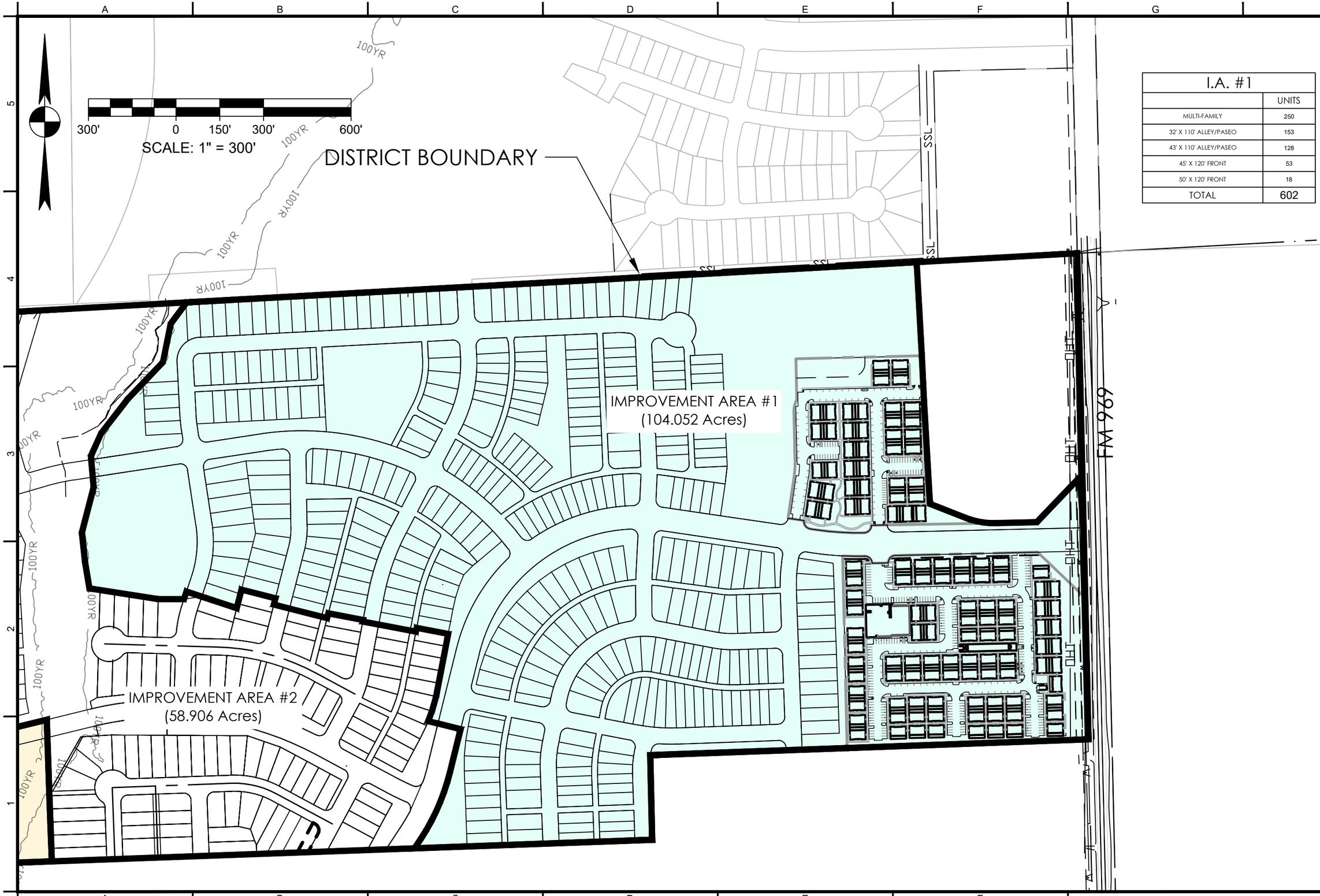
SCALE: ~

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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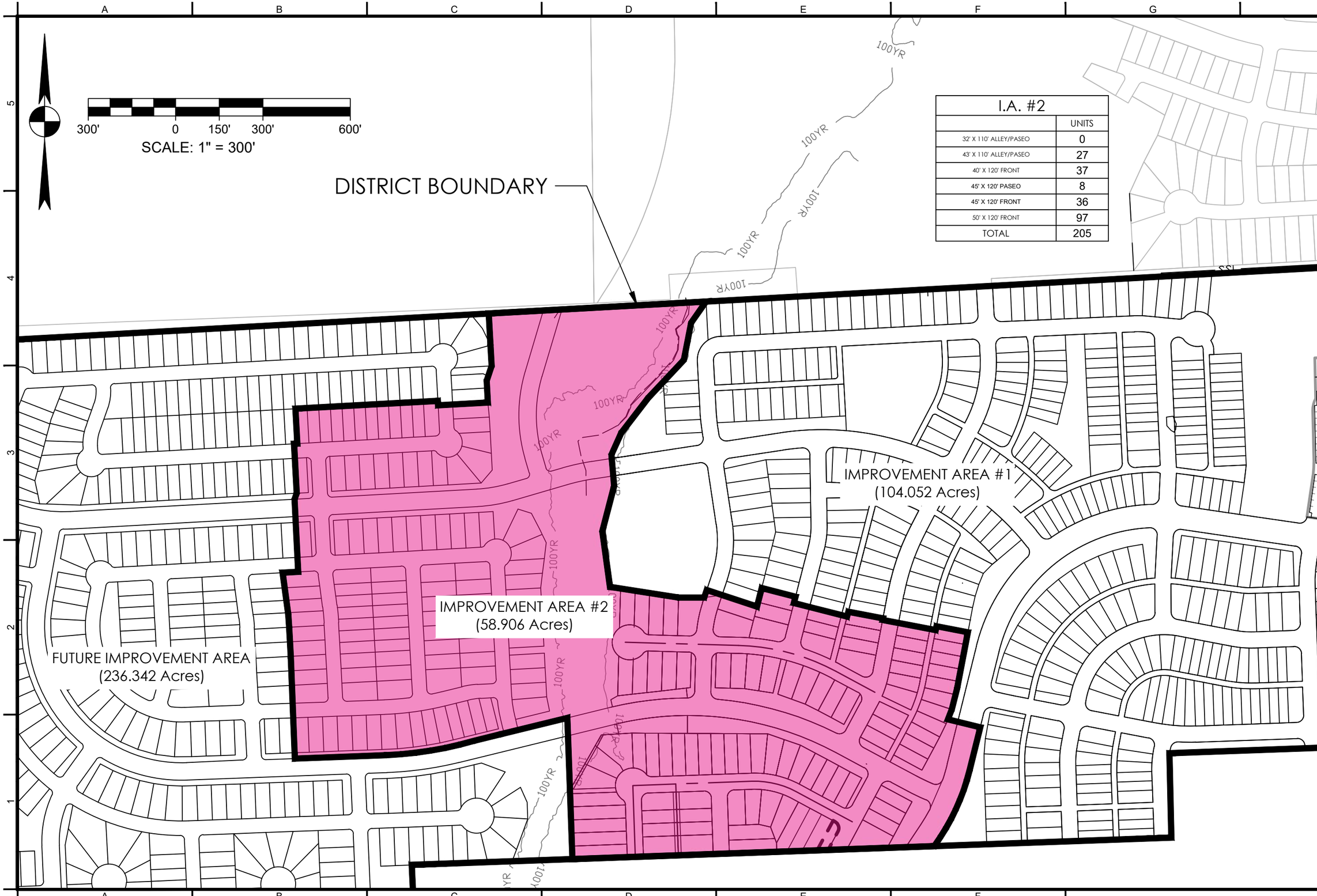
IMPROVEMENT AREA #1 LAND PLAN

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 9

EXHIBIT 10. IMPROVEMENT AREA #2 IMPROVEMENT AREA TYPES



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

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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**

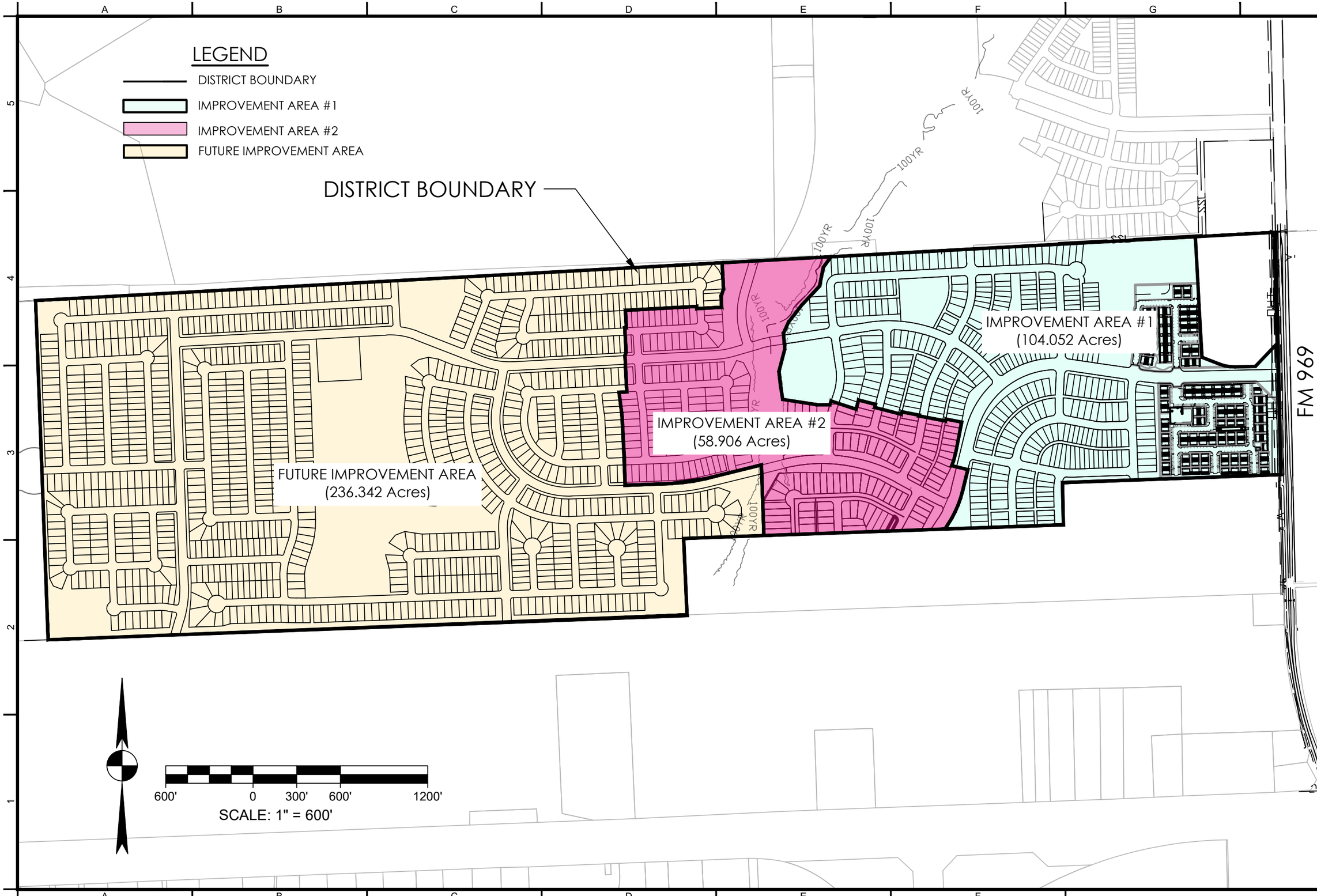
Notes:

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



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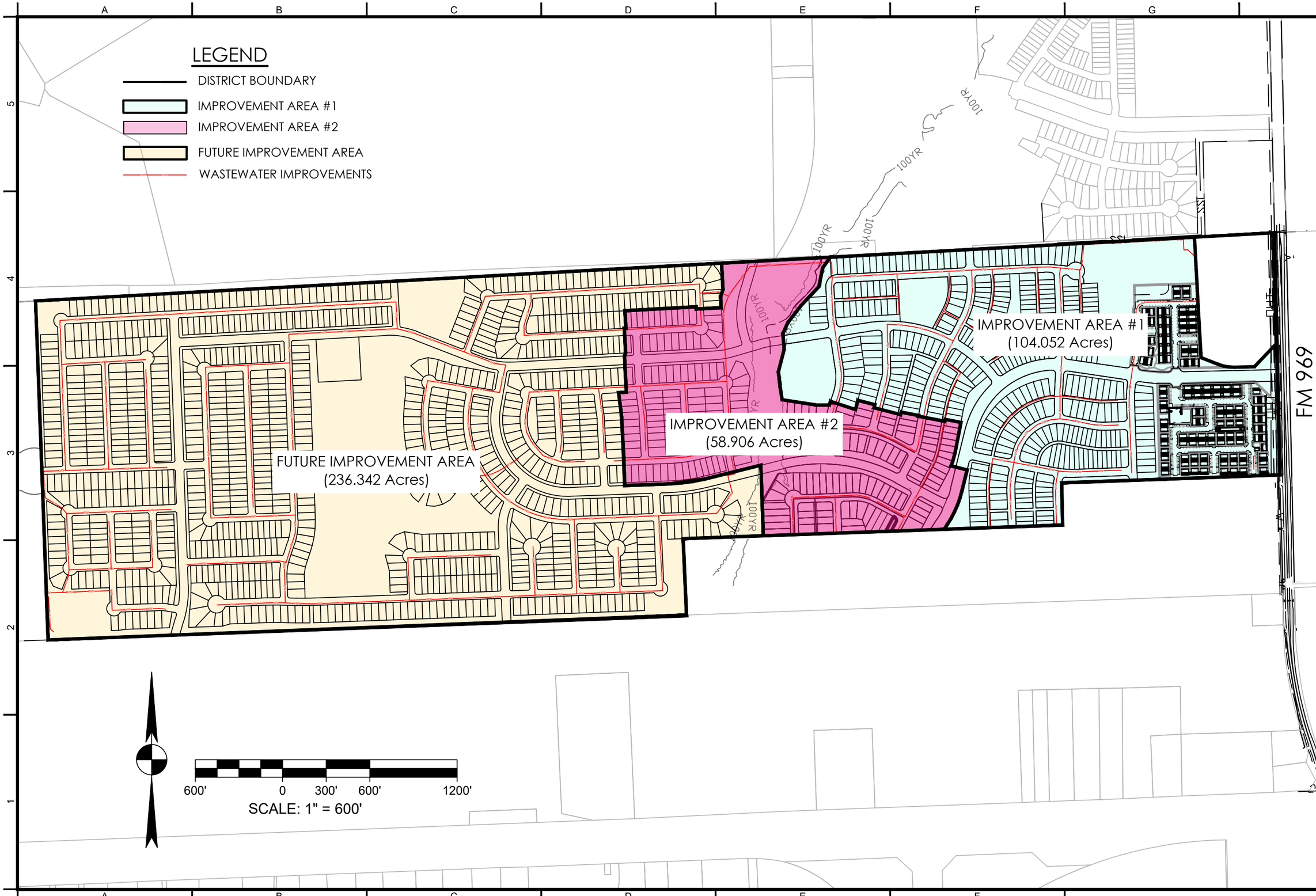
IMPROVEMENT AREA MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 12

EXHIBIT 13. OVERALL IMPROVEMENTS MAP: WASTEWATER



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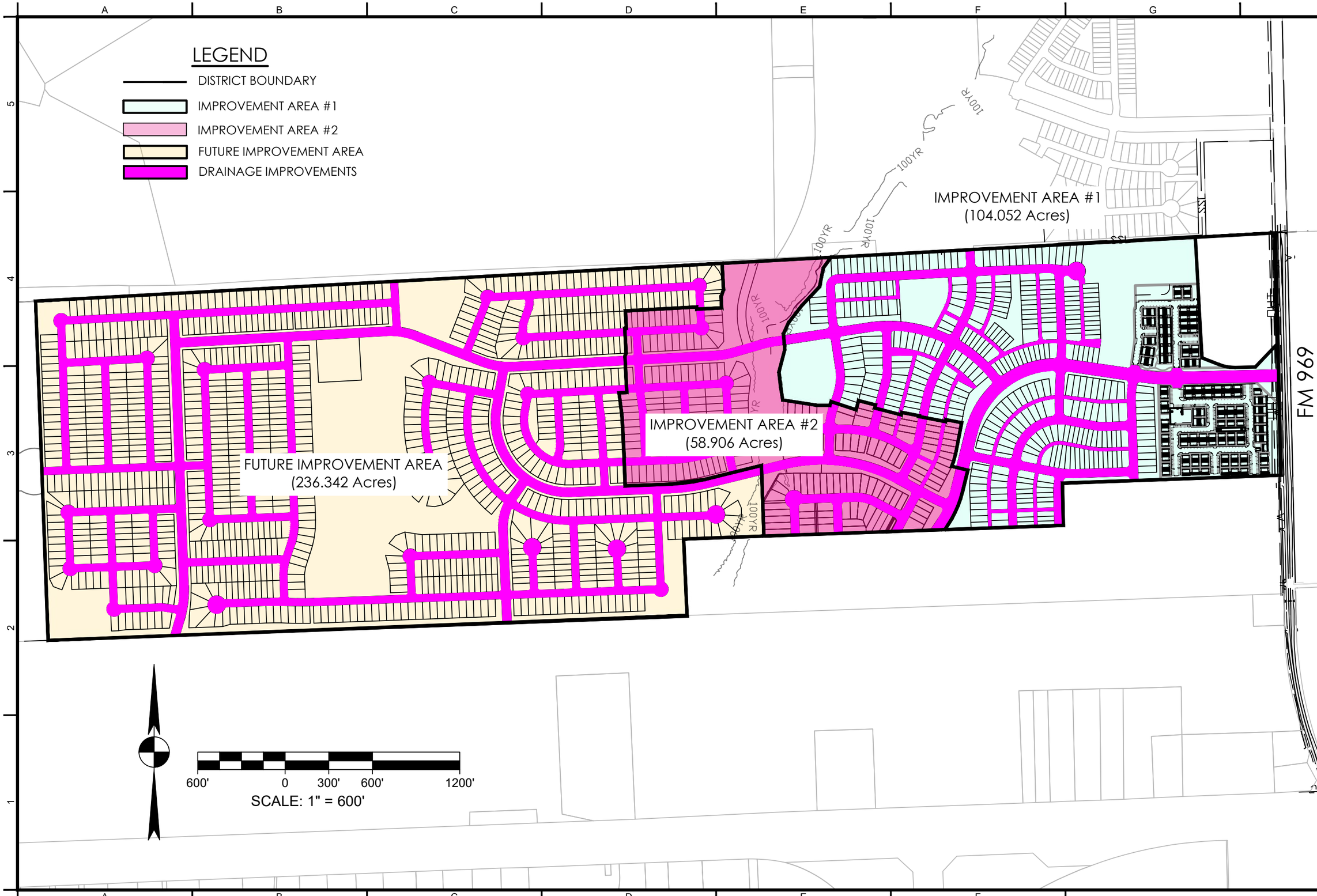
WASTEWATER IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 13

EXHIBIT 14. OVERALL IMPROVEMENT MAPS: DRAINAGE



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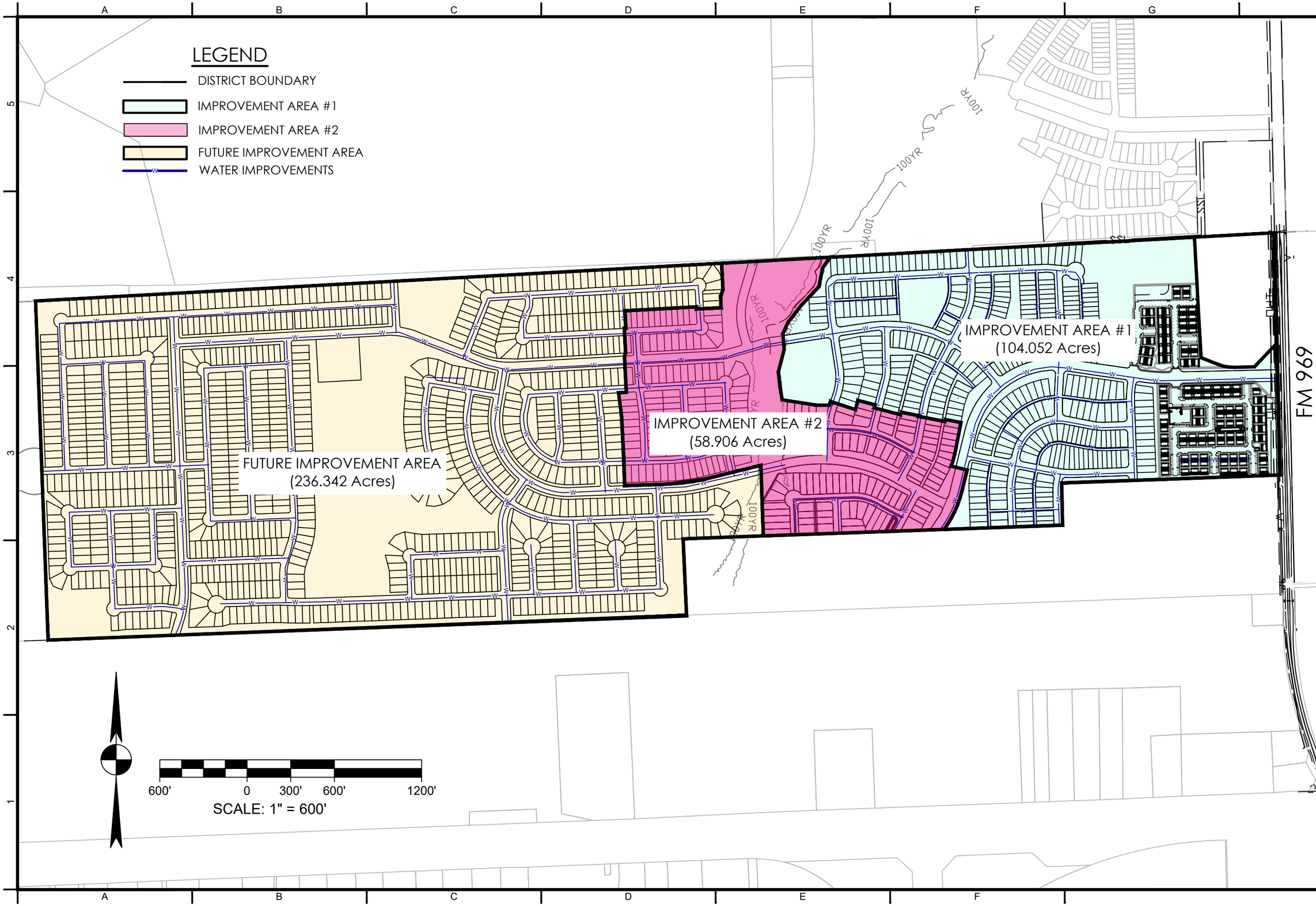
DRAINAGE IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 14

EXHIBIT 15. OVERALL IMPROVEMENTS MAP: POTABLE WATER



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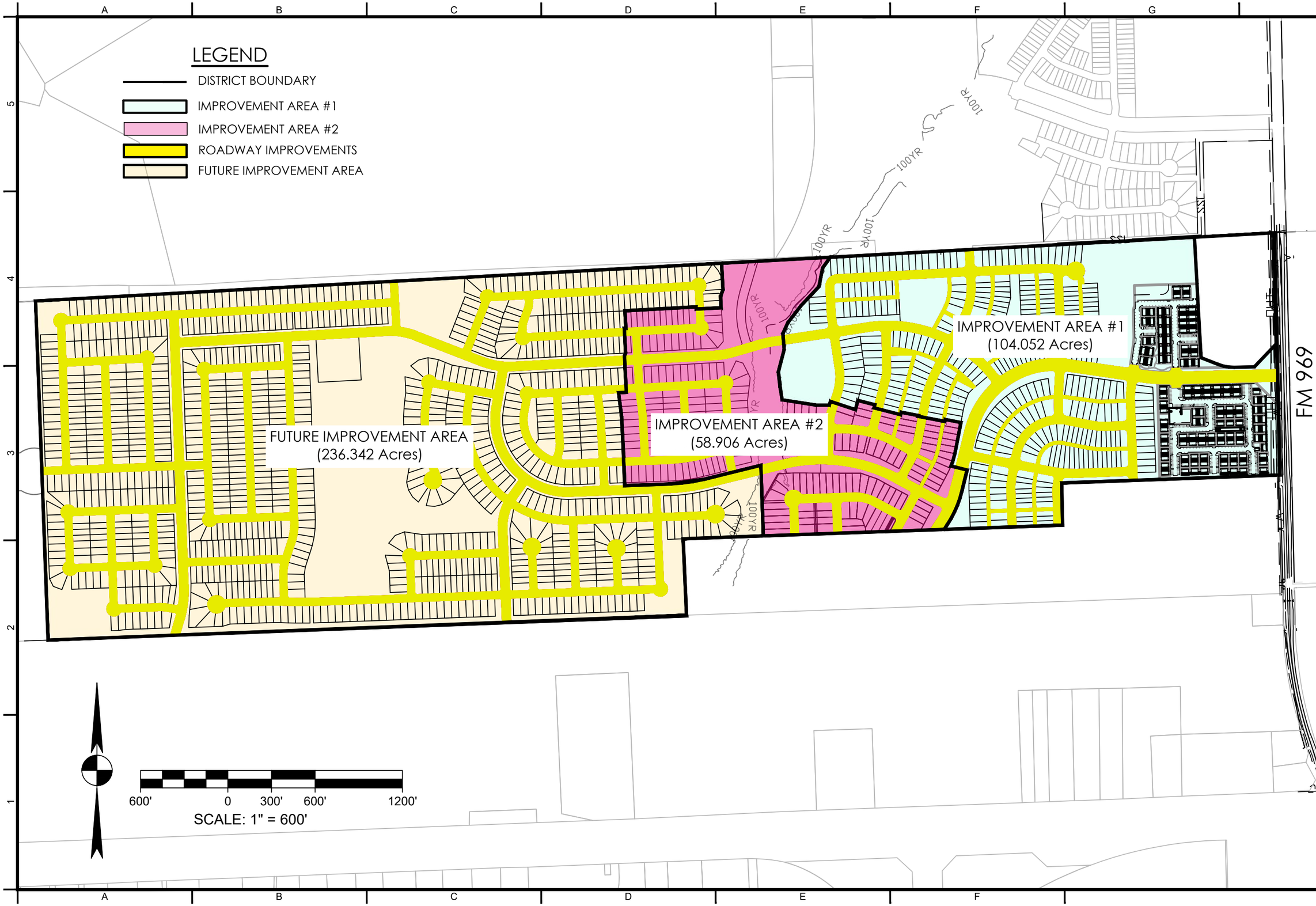
WATER IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 15

EXHIBIT 16. OVERALL IMPROVEMENTS MAP: STREETS



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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.

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:
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.

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 first 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 2027.

READ and ADOPTED on Second Reading on the 3rd day of November 2027.

[Signature Page to Follow]

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
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: October 27, 2026

TITLE:
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.

STAFF REPRESENTATIVE:
Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:
Bastrop Power & Light (BP&L) contracted with McCord Engineering in October 2024 for the design of a 4th feeder out of the Bastrop substation to balance the system and provide improved electric service to citizens. From the substation, the new feeder will extend 2.5 miles to the intersection of Highway 95 and Farm Street. The system improvement project includes contract labor for construction and vegetation management along the proposed route. BP&L is purchasing the materials.

Mercedes approached the City in late 2025 about the installation of a charging station at Buc-ees and design of the project was initiated with the understanding that completion of the 4th feeder is necessary before it can be energized. The cost for BP&L's portion of the project was issued to Mercedes and paid in August 2026.

BP&L issued a Notice to Bidders for the construction of the 4th Feeder System Improvement and Mercedes Reconductor projects on August 20, 2026.Three qualified bids were received by the deadline of September 11, 2026.

Each bid was carefully evaluated and the lowest bidder, Renegade Group, was found to be qualified.

POLICY EXPLANATION:
The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local City Charter Article II Section 2.01 General Powers of the City. This also meets the fiscal responsibility focus area established by City Council.

FUNDING SOURCE:
FY 2026 Capital Improvement Budget

RECOMMENDATION:

Staff recommends action to approve Resolution No. R-2026-140 of the City Council of the City of Bastrop, Texas 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; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2026-140
- Bid Evaluation Letter – McCord Engineering

RESOLUTION NO. R-2026-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS 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 NINEY-NINE THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND 43/100 CENTS); AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City electric system; and

WHEREAS, The City of Bastrop has received all bids, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to award a contract to Renegade Group. for the 4th Feeder System Improvement and Mercedes Reconductor Projects in the amount of $799,532.43 (Attached as Exhibit A)

Section 2: That the City Council of the City of Bastrop has found Renegade Group., to be a subject matter expert in the field of electric system construction and improvements.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which 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 resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 27th day of October, 2026.

APPROVED:

_____
Ishmael Harris, Mayor

ATTEST:

_____
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

McCORD ENGINEERING, INC.

916 Southwest Parkway East
College Station, TX 77840
Phone: 979-764-8356 | Fax: 979-764-9644
Toll Free: 888-764-8356

September 17, 2026

Honorable Mayor Ishmael Harris and Bastrop City Council
City of Bastrop
1311 Chest Street
Bastrop, Texas 78602

RE: Bastrop Power and Light – 4th Feeder System Improvement and Mercedes Reconductor Projects

Honorable Mayor and Bastrop City Council:

On September 11th, 2026, at 3 p.m. three (3) bids for the above referenced projects were received and opened. All three bids were thoroughly evaluated, and all the submittals were complete. There was a significant spread in cost between the bids. Our estimate for the construction portion of this project was approximately $800,000, so the low bid submitted by Renegade more closely aligns with the estimate than the other bidders. As such, we recommend awarding the bid to Renegade Group with the lowest bid. We have enclosed a bid summary for your reference.

Please do not hesitate to let us know if any questions arise in regard to this bid evaluation and our recommendation made herein.

We sincerely appreciate the opportunity to assist the City of Bastrop on this project, and we are thankful for the assistance and cooperation extended to us by your city administration and staff.

Sincerely,
McCORD ENGINEEING, INC.

Allen Kristof
Project Manager

4th Feeder System Improvement & Mercedes Reconductor - September 11th, 2026			
	Renegade Group	LR3 Power Line Construction	Primoris
*4th Feeder System Improvement	$ 574,880.00	$ 1,957,000.00	$ 1,365,480.33
*Mercedes Reconductor	$ 26,000.00	$ 150,000.00	$ 61,120.60
Payment and Performance Bonds	$ 23,287.35	$ 48,000.00	$ 38,835.76
Insurance $	$ 6,500.00	$ 20,000.00	
Mobilization/Demobilization (5% Max of Total Bids Less Owner Furnished Materials)	$ 22,609.08	$ 50,000.00	$ 89,835.47
Traffic Control	$ 56,256.00	$ 75,000.00	$ 84,000.00
Vegetation Management	$ 90,000.00	$ 100,000.00	$ 115,983.44
Total	$ 799,532.43	$ 2,400,000.00	$ 1,755,255.60
Bid Certification	X	X	X
Bid Bond	X	X	X
Addendum 1	X	X	X
Bidders Qualification Statement	X	X	X
Exceptions	None	None	None
Notes			

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The Texas Department of Agriculture serves as a key source of grant funding for the City of Bastrop. Although the City currently maintains an active account within the TDA grants portal, I have not yet been added to the roster of authorized users. As a result, I am unable to upload required documents or manage project tasks within the system.

This resolution updates the list of authorized representatives, ensuring that all personnel responsible for grant administration have appropriate access to the TDA portal.

FISCAL IMPACT:

None

RECOMMENDATION:

Adopt the Resolution.

ATTACHMENTS:

1. Resolution No. R-2026-147

RESOLUTION NO. R-2026-147

A RESOLUTION OF THE CITY OF BASTROP, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City of Bastrop desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of City of Bastrop to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of the City of Bastrop is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual.

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the County's participation in the Texas Community Development Block Grant Program:

- The City Manager (or Assistant City Manager, should the City Manager be unavailable) shall serve as the City's Chief Executive Officer and Authorized Representative to
    - execute a grant application and any subsequent contractual documents,
    - certify environmental review documents between the Texas Department of Agriculture and the City/County, and
    - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
    - be assigned the role of Authorized Official in the TDA-GO grant management system.

- In addition to the above designated officials, should any grant be funded the City Finance Director is authorized to
    - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
    - prepare and submit other financial documentation, and
    - be assigned the role of Payment Processor in the TDA-GO grant management system.

- In addition to the above designated officials, should any grant be funded the Business and Community Development Manager (BEDC) is authorized to
    - be assigned the role of Project Director in the TDA-GO grant management

system.

Passed and approved this 27 day of October 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.

STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

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.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The Texas Municipal League (TML) is conducting an election for the Region 10 Director position on the TML Board of Directors. The City of Bastrop is a member city within TML Region 10, also known as the Highland Lakes–Austin Area.

Under the TML Constitution, each city within a region may cast one vote for the regional director. The regional director must be an elected official of a TML member city within the applicable region. Regional directors serve two-year terms and represent their region on the TML Board of Directors, including serving as a legislative grassroots coordinator and as a communications link between the region and TML.

The candidates appearing on the Region 10 ballot are:

- **Jimmy Jenkins**, Councilmember, City of Smithville — incumbent Region 10 Director; and
- **Na'Cole Thompson**, Mayor, City of Leander.

TML's current Board information identifies Jimmy Jenkins as the Region 10 Director, and TML's Region 10 information identifies him as serving the 2024–2026 term.

The City Council is required to determine the City's vote. The official ballot provides for the City to select one candidate. The completed ballot is to be certified by an authorized City official following Council action.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Council consider the qualifications and information provided for each candidate and determine which candidate will receive the City of Bastrop's vote for TML Region 10 Director.

ATTACHMENTS:

1. Resolution No. R-2026-144
2. TML Region 10 Director Official Ballot
3. TML Region 10 Director Candidate Biographical Information, provided by TML

RESOLUTION NO. R-2026-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CASTING THE CITY OF BASTROP'S VOTE FOR THE TEXAS MUNICIPAL LEAGUE REGION 10 DIRECTOR ELECTION; AUTHORIZING THE CITY SECRETARY TO EXECUTE AND SUBMIT THE OFFICIAL BALLOT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Bastrop is a member city of the Texas Municipal League ("TML") and is located within TML Region 10, also known as the Highland Lakes–Austin Area; and

WHEREAS, TML conducts elections for regional directors to serve on the TML Board of Directors; and

WHEREAS, pursuant to the TML Constitution, each city within the applicable region is entitled to cast one vote for the regional director; and

WHEREAS, the regional director represents the region on the TML Board of Directors and serves as a legislative grassroots coordinator and as a communications link between the region and the TML Board and staff; and

WHEREAS, the candidates for the TML Region 10 Director position are Jimmy Jenkins, Councilmember, City of Smithville, and Na'Cole Thompson, Mayor, City of Leander; and

WHEREAS, the City Council of the City of Bastrop desires to cast the City's vote in the TML Region 10 Director election.

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

Section 1.

The City Council hereby casts the City of Bastrop's vote for [JIMMY JENKINS / NA'COLE THOMPSON] for the position of Texas Municipal League Region 10 Director for the 2026–2028 term.

Section 2.

The City Secretary is hereby authorized and directed to complete, certify, execute, and submit the official Texas Municipal League Region 10 Director election ballot reflecting the vote authorized by the City Council.

Section 3.

This Resolution shall take effect immediately upon its adoption.

Section 4.

The City Secretary is authorized to take all actions reasonably necessary to implement the intent of this Resolution.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on this 27th day of October, 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.

OFFICIAL BALLOT

Texas Municipal League (TML) Region 10 Director Election

This is the official ballot for the election of the Region 10 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on November 5, 2026. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 10 Director (select one)

☐ **Jimmy Jenkins, Councilmember, Smithville (Incumbent)**

☐ **Na'Cole Thompson, Mayor, Leander**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2026.

_____ _____

Signature of Authorized Official Title

_____ _____

Printed Name of Authorized Official Printed Name of City

Region 10 Director Candidate Biographies

Jimmy Jenkins, Councilmember, Smithville (Incumbent)
Jimmy Jenkins is retired from American Airlines and returned home to Smithville in 2018. He was born in Wichita Falls and has been a tradesman all his life. After retirement, he wanted to keep his mind and body active and started attending council meetings. In 2023, he ran for and was elected to the Smithville City Council and was re-elected in 2025. Smithville is on the edge of the rapid growth occurring in Bastrop County, and Jenkins expects that growth to reach the city's doorstep within the next two to three years. As a councilmember, he has been very active in the Texas Municipal League (TML), Capital Area Regional Transportation Planning Organization (CARTPO), the Bastrop County Public Health Taskforce, and other city-related organizations and initiatives. Managing land use, working with officials to protect the City's ability to govern, and managing infrastructure are his top priorities. Jenkins was appointed to serve on the 2024 and 2026 TML Policy Summits, where he worked to protect cities' rights to govern and promote good legislation. He is a firm believer that by working together, cities and towns can improve the lives of constituents and make cities better. His priorities for Region 10 include listening to the perspectives of member cities, supporting collaboration among municipal leaders, and ensuring that the ideas and concerns of the region are effectively communicated to TML leadership. He is committed to supporting strong communities and maintaining the quality of life that makes Texas a desirable place to live, work, and raise a family.

Na'Cole Thompson, Mayor, Leander
Na'Cole Thompson made history with her election as the mayor of Leander on February 7, 2026, after serving three terms as mayor pro tem and on city council since 2021. A native Texan, small business owner, and community leader, she is known for bringing people together, strengthening small businesses, and leading initiatives in public safety, civic engagement, and cultural celebration. Through regional leadership with organizations like Capital Area Metropolitan Planning Organization, Capital Area Council of Governments, and Brushy Creek Regional Utility Authority, Thompson continues to shape the future of Central Texas with a leadership style rooted in trust, collaboration, and results.

STAFF REPORT

MEETING DATE: October 27, 2026

TITLE:

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” 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.

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:

N/A

RECOMMENDATION:

Approval of Ordinance Amendment / removal

ATTACHMENTS:

- Exhibit ‘A” showing amendment (deletion)

ORDINANCE NO. 2026-41

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS; AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES," AMENDING ARTICLE 12.04.007 TITLED "OTHER ZONE RESTRICTIONS" AMENDING 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 amend 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.~~

~~(e)~~

~~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.~~

~~(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 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 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, the27th 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 Rocha Bernal & 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.~~

~~(e)~~

~~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: October 27th, 2026

TITLE:

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.

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 12.04.007 TITLED "OTHER ZONE RESTRICTIONS" AMENDING 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 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.

<u>Sec. 12.14.001 - Definitions.</u>

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 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 Rocha Bernal & 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: October 27, 2026

TITLE:

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.

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 Rocha Bernal & 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.