

**RESOLUTION NO. R-2021-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP, A HOME RULE CITY AND CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED LIABILITY COMPANY, FOR 399.9+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY ABSTRACT 98, TO THE WEST OF FM 969, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, 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**, Owner owns approximately 399.9 acres of land, more or less, located in Bastrop County, Texas, described in the attached Exhibit "A" (the "Property"). The Property is located within the City's extraterritorial jurisdiction ("ETJ") and not within the ETJ or corporate limits of any other municipality; and,

**WHEREAS**, Owner, or its successors, will develop the Property as a residential development with some high-density commercial projects that will include recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan, attached hereto as Exhibit "A", which shows the general locations of the land use areas as currently configured and development standards that outline allowed development types and cross-section for proposed roadways; and,

**WHEREAS**, The City holds a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "TCEQ") or a predecessor agency, recognizing the City's right to provide sewer service to the Property, and the City has an agreement with AQUA Water Supply Corporation to be the retail provider of water provider to the Property as it is within the City's sewer CCN; and,

**WHEREAS**, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

**WHEREAS**, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Development Standards, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

**WHEREAS**, Owner shall request annexation of the Property into the corporate boundaries of the City when requested, to enable the Owner to obtain the benefits of this Agreement and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

**WHEREAS**, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years;

and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("City Charter"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

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

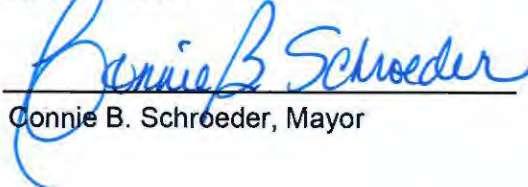
**Section 1:** That the City Manager will execute a Development Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas limited liability company for 399.9+/- acres of land out of the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction attached as Exhibit A.

**Section 2:** 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 3:** That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 13th day of July, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## ARTICLE II. DEFINITIONS

**Section 2.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

“**Additional Land**” shall mean the approximately ten (10) acres of land described on Exhibit “A-3” attached hereto.

“**Applicable City Code**” shall mean the provisions within the City Code that apply to property located within the ETJ and as expressly identified as being applicable or modified under the terms of this Agreement (e.g. transportation, infrastructure and drainage).

“**Applicable Requirements**” shall mean the applicable federal, state and local laws, rules and regulations.

“**Assessment Levy Request**” means a written request made by Owner to the City to levy Special Assessments for the Property (or an applicable portion thereof).

“**Assessment Ordinance**” shall mean an ordinance adopted by the City Council approving a Service and Assessment Plan (SAP) (or such amendments or supplements to the SAP) and levying Special Assessments.

“**Association**” shall mean a community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

“**Authorized Improvements**” means those improvements to be funded by the PID as described under Texas Local Government Code Section 372.003.

“**Bond Issuance Request**” means written request made by Owner to the City to issue PID Bonds.

“**City**” shall mean the **City of Bastrop** a Texas home rule city.

“**City Code**” shall mean the City of Bastrop Code of Ordinances in effect as of the Effective Date.

“**City Council**” shall mean the City Council of the City or any successor governing body.

“**City Manager**” shall mean the person engaged by the City to serve in the capacity of the City Manager.

“**Commercial Property**” shall mean areas designated as “CORE” within the Project, that may be used for commercial purposes.

“**Concept Plan**” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“**County**” shall mean Bastrop County, Texas.

“**Dwelling Unit**” means a home, mobile home, duplex unit, apartment unit, condominium unit, or any dwelling unit in a multiunit residential structure. It also means a “dwelling” as defined by Section 92.001 (Definitions) under the Texas Property Code.

“**Effective Date**” and similar references shall mean the date defined in Section 15.01 of this Agreement.

“**Environmental Regulations**” shall mean any and all Applicable Requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“**Final Plat**” shall mean a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

“**Force Majeure**” shall have the meaning ascribed in Section 15.10 of this Agreement.

“**LUE**” shall mean Living Unit Equivalent.

“**Major Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Minor Amendment**” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“**Notice**” shall have the meaning ascribed in Section 15.07.

“**Parkland**” shall mean the parkland and open space within the Project as generally described and/or depicted on Exhibit “D” attached hereto.

“**PFA**” shall have the meaning ascribed in Section 10.01 of this Agreement.

“**PID Act**” shall mean Chapter 372 of the Texas Local Government Code.

“**PID Bonds**” shall mean means each series of special assessment revenue bonds issued by the City to finance costs of improvements authorized under Texas Local Government Code, Chapter 372.

“**Preliminary Plat**” shall mean a document created and approved in accordance with the Applicable City Code which determines the general layout of the proposed subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed subdivision’s streets and drainage system, easements, utilities, building lots, and other lots including open space.

“**Project**” shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit “B”.

“**Project Engineer**” shall initially mean BGE, Inc. or such other project engineer selected by the Owner from time to time.

“**Property**” shall mean the land described on Exhibit “A-1” and “A-2” attached hereto.

“**Public Improvement District**” or “**PID**” shall mean the Viridian Public Improvement District created by the City pursuant to Resolution No. R-2021-28 and pursuant to Texas Local Government Code, Chapter 372.

“**Public Improvement Plan Agreement**” shall mean as subdivision construction agreement, detailing the requirements for construction and acceptance/approval of public and utility infrastructure, as required by City Codes.

“**Roadway Standards**” shall mean standards for how roadway and streets are constructed within the Project as more particularly described in the Development Standards attached hereto as Exhibit “H” and made a part hereof. How the Project follows the intent of multi modal transportation and the City’s grid system is depicted on Exhibit “G”.

“**SAP**” shall have the meaning ascribed in Section 10.02.

“**Special Assessments**” means the assessment levied against all or a portion of the Property pursuant to an Assessment Ordinance.

“**Term**” shall have the meaning ascribed in Section 15.02.

“**Wastewater Facilities**” shall have the meaning ascribed in Section 6.01.

“**Water Facilities**” shall have the meaning ascribed in Section 6.06.

**ARTICLE III**  
**JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

**Section 3.01 Jurisdiction.** The City shall provide the review and approval for the aspects of the Project.

**Section 3.02 Intentionally Deleted.**

**Section 3.03 Chapter 245 Permit.** The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over multiple years. Likewise, Owner recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. The Project shall be deemed grandfathered (i.e. vested and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement, in accordance with the City Code, Article 1.20. The approved Preliminary Plat shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the

Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to zoning, uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code. Permit applications shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

**Section 3.04 Owner's Rights to Continue Development.** In consideration of Owner's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums: (a) due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or (b) authorized by Chapter 212 of the Texas Local Government Code.

#### **ARTICLE IV.** **LAND USE**

**Section 4.01 Regulations.** All development within the Property shall generally comply with: (a) the Concept Plan attached hereto as Exhibit "B"; (b) the Development Standards, unless otherwise stipulated or modified herein; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

**Section 4.02 Intentionally Deleted.**

**Section 4.03 Condominium Plats.** The City shall permit the use of condominium plats and condominium regimes in the Project, subject to the regulations and processes, if any, in the Applicable City Code.

#### **ARTICLE V.** **CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS**

**Section 5.01 Development Standards.** The Project shall be developed in accordance with the Development Standards attached hereto as Exhibit "F". To the extent that any current or future City development regulations conflict with this Agreement or the Development Standards, this Agreement and the Development Standards shall prevail unless otherwise agreed to by Owner.

**Section 5.02 Amendments.** The Project comprises a significant land area and its development will occur in phases over a number of years. **Owner may make major or minor amendments to the Preliminary Plat upon approval by the City.** "Major Amendments" shall be those that (i) increase the overall number of lots by more than twenty percent (20%) of the lots depicted

on the Preliminary Plat, or (ii) a change to the general alignment of any roadway identified on the Preliminary Plat, or (iii) or a change to the Concept Plan that converts more than twenty percent (20%) of the land area in the Project to commercial use. Major amendments to the Concept Plan or Preliminary Plat shall require approval by the Planning and Zoning Commission, which approval will not be unreasonably withheld or delayed. “Minor Amendments” are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the Assistant City Manager of Development Services. If the Assistant City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Manager for final determination. Amendments to the Preliminary Plat shall be considered a waiver of Owner’s vested rights as described in Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

**Section 5.03 Duration.** Approval for the Project when submitted to and approved by the City, will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

**Section 5.04 Parks, Trails and Open Space Dedication.** Exhibit “D” attached hereto depicts the parks, trails, and open space plan for the Project. The parks, trails, and open space within the Project shall be for the use of residents of the Project and portions of the parks, trails, and open space will be open to the general public; however all parks, trails and open space shall be maintained by the Owner (or Owner's elected Association) until all PID Bonds issued for the Project and/or Special Assessment have been paid in full. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit “D” are for illustrative purposes only and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least eighty-seven (87) acres of parkland and/or open space within the Project. The foregoing commitment to have at least eighty-seven (87) acres of open space within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or “fees in lieu” shall be required by the City for the Project. The amenity center depicted on Exhibit “D” will be private and only for the use of the residents of the Project

**Section 5.05 Permitting.** The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

**Section 5.06 Building Permit.** All vertical buildings located in the Project shall be reviewed, inspected and approved/permitted by the City. The Owner may “prairie build” for up to a total of 5 model homes and 5 spec homes per phase of the Project prior to the City’s acceptance of infrastructure (including utilities) but shall obtain a building permit from the City.

**Section 5.07 Association.** Owner will create one or more Associations, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Project shall be required to be a member of the Association and the Association Regulations will require the



periodic dues and assessments provide the funds required for the maintenance of the parks, trails, open space and other amenities of the Project, as well as to provide funds required for the management and operation of the Association.

**Section 5.08 Fire Services.** Owner understands that the City does not currently provide primary fire protection services. Fire protection services are provided by Bastrop County Emergency Services District No. 1. The Owner agrees to waive services from the City of Bastrop Fire Service for all of the Property until such time as the Property is annexed into the City; provided however, if requested by the City prior to annexation of the Property, the Owner will request to be released from the Bastrop County Emergency Services District No. 1 and the City of Bastrop Fire Service shall thereafter provide fire protections services to the Property.

## **ARTICLE VI.**

### **WATER AND WASTEWATER**

**Section 6.01 Wastewater Facilities.** The Owner will design and construct the offsite wastewater facilities, as well as the onsite wastewater facilities, all as more particularly described on Exhibit "E" attached hereto (the "Wastewater Facilities"). The Owner will design and construct a lift station onsite with a force main connecting to the City's existing gravity wastewater facilities as depicted on Exhibit "E". The Owner will have the option to design, permit, fund and construct a wastewater treatment plant on the Property to treat a portion of wastewater flows generated by the Project. The City will be provided construction drawings for permitting review, but standards and specifications for the plant will not exceed TCEQ chapter 217 requirements. If the Owner elects to build the wastewater treatment plant on the Property, the City will accept ownership and maintenance of the on-site wastewater treatment plant and allow its operation under the City's existing TPDES permit and irrigation under the City's existing 210 Beneficial Re-Use permit. Upon the City's completion of the new Wastewater treatment plant (Permit No. WQ0011076002), the City agrees that it will have sufficient capacity to serve the entire Project upon payment of all tap and impact fees (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval. All Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to assist the Owner obtain any and all necessary easements required for the installation of any of the offsite Wastewater Facilities that provide a regional benefit to the City and its residents accruing from such offsite Wastewater Facilities. The City may use its authority to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question.

**Section 6.02 Conveyance Wastewater Facilities.** Upon Owner's completion of construction of Wastewater Facilities, and the City's acceptance of such Wastewater Facilities, the Owner will convey the Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide wastewater service to the Project. The City agrees

that its acceptance of such Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Wastewater Facilities to provide service to the Project in accordance with this Agreement.

**Section 6.03 Wastewater Service Agreement.** The City, or a successor or assign, will provide wastewater service to all customers within each phase of the Project subject to the conditions stated in this Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

**Section 6.04 Intentionally Deleted.**

**Section 6.05 Connection Fees.** Water and Wastewater connection fees for any given portion of the Project will be assessed at the time of execution of the Public Improvement Plan Agreement. The water connection and impact fees shall be in accordance with Applicable City Code at the time of the execution of the Public Improvement Plan Agreement and paid at the time of final platting.

**Section 6.06 Water Service.** The City agrees that it will have (or will have contracted for) sufficient water capacity to serve the Project (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City (paid for by Owner) that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner, at Owner's expense, will connect to the approved water line to provide service to the Project. It is not intended that any other extension of City water facilities will be necessary to provide service to the Project, however, if any additional water facilities are needed, those shall be referred to herein as the "Water Facilities". All Water Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to obtain any and all necessary easements required for the installation of the Water Facilities that provide a regional benefit to the City and its residents accruing from such Water Facilities. The City agrees to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense

**Section 6.06 Wastewater Reclamation.** Owner shall have the right, but not the obligation, to use a portion of the Property for a wastewater reclamation treatment facility. Owner shall also have the right to use the existing TPDES permit and existing 210 Beneficial Re-use permit held by the City to allow Owner to treat the water from the Property and provide reclaimed water to the Property. Treated effluent from the onsite wastewater treatment plant will become property of the Owner who will provide storage and pressurization facilities at its own expense.

**ARTICLE VII.**  
**DEVELOPMENT PROCEDURES**

**Section 7.01 Development Process.** Owner agrees to waive the requirements of any state mandated processes or timelines (including SB 3167, known as “the shot clock bill”) and is requesting an alternate review process. The development review process is as follows:

1. Preliminary Infrastructure Plan
2. Preliminary Drainage Plan
3. Preliminary Plat
4. Final Drainage Plan
5. Public Improvement Plan
6. Public Improvement Plan Agreement
7. Final Plat
8. Site Development Plan
9. Building Permits

The alternate process is as follows:

- Concurrent review of items 1, 2, & 3 and 4, 5, &6
- Execution of the Public Improvement Plan Agreement
- Final Plat
- Site Development or Residential plan review (as necessary)
- Building permit

**ARTICLE VIII.**  
**TRANSPORTATION**

**Section 8.01 Roadways.** The streets and roadways within the Project shall be designed and constructed in accordance with the Roadway Standards contained in Development Standards.

**Section 8.02 Dedication of Roadways.** Owner shall dedicate all roadways within the Project to the County.

**ARTICLE IX.**  
**ANNEXATION**

**Section 9.01 Annexation by City.** Owner and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for Annexation. Further notwithstanding the above, annexation of the Property shall occur in phases, but no section of the Property may be annexed until the final plat for that applicable section of the Property is recorded and it is financially feasible for the City to annex the applicable section.

**Section 9.02 Zoning of Annexed Land.** The land use regulations described in Article IV are found to be consistent with the City's comprehensive plan for the area. Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such

annexed portions of the Property in a manner consistent with the land use regulations with the most similar zoning placetype.

Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Commercial Property in a manner compatible with the City's current land use regulations and any and all non-conforming uses shall remain allowed until they are discontinued.

**ARTICLE X.**  
**PUBLIC IMPROVEMENT DISTRICT**

**Section 10.01 Public Improvement District.** A petition to create a PID for the Property, the NEU Innovation Tract and the Additional Land was previously submitted to the City and the City created the Viridian Public Improvement District on March 9, 2021. The City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, and to levy assessments generally in accordance with the terms described in Exhibit "I" attached hereto. The Owner has prepared, and the City will consider the approval of the PID Financing Agreement (the "PFA") concurrently with this Agreement and thereafter the Service and Assessment Plan (defined below) providing for the levy of the assessments on the Property. The PID proceeds will be used to fund all or a portion of the Authorized Improvements.

**Section 10.02 PID Bond Issuance.** It is intended that the City will issue PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Owner has executed a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

(1) the adoption or amendment of a service and assessment plan (the "Service and Assessment Plan") and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition;

(3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;

(4) the Owner, at the request of the City, providing an appraisal and feasibility report;

- (5) a minimum Value to Lien ratio of 3 to 1;
- (6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and
- (7) construction (i.e. upfront) bonds may be used.

**Section 10.03 PFA and SAP.** The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

#### **ARTICLE XI** **AMENDMENTS TO THE AGREEMENT**

**Section 11.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhomes and single family residential lots); provided, however, an owner of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

#### **ARTICLE XII** **REPRESENTATIONS AND WARRANTIES**

**Section 12.01 Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**Section 12.02 Performance.** Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

**Section 12.03 Organization and Good Standing.** The Owner is a duly organized and validly existing limited liability company and is in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

**Section 12.04 Authority; No Conflict.** This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has

the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE XIII**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 13.01 Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the Assistant City Manager of Development Services. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the Assistant City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 13.02 Default.** It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 13.03 Default Unique to the City.** In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the Applicable City Code, a state or federal law, rule, regulation or administrative directive outside of City's control.

**Section 13.04 Remedies Between the City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. If both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in

mediation, then either Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

**Section 13.05 No Liability For Actions of Others.** Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

**Section 13.06 Intentionally Deleted.**

**Section 13.07 Breach of Contract.** It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

**Section 13.08 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

**Section 13.09 Reservation of Rights.** To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**ARTICLE XIV.**

INTENTIONALLY DELETED

**ARTICLE XV.**

**MISCELLANEOUS PROVISIONS**

**Section 15.01 Effective Date.** The Parties agree that the "Effective Date" of this Agreement shall be the date on which this Agreement is executed by both Parties.

**Section 15.02 Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is twenty (20) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (as may be extended pursuant to this Section 15.02, the "Term"). The Term shall be automatically extended for an additional twenty (20) years at the end of the original terms unless otherwise agreed to by the Owner and the City in writing.

**Section 15.03 Termination.** This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property (other than owners of occupied single family, duplex, townhouse, or attached

single family residential lots). This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

**Section 15.04 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit "J" shall be recorded in the real property records of Bastrop County, Texas.

**Section 15.05 Assignment.**

a. This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. Upon assignment to a development single purpose entity, that entity shall be the "Original Owner" for all purposes hereof.

For assignments to anyone other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

b. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.



**Section 15.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 15.07 Notice.** It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

**Owner:**

Continental Homes of Texas, L.P.  
Attn: Mr. Adib R. Khoury  
10700 Pecan Park Blvd., Suite 400  
Austin, Texas 78750  
Phone: 512.345.4663; Fax: 512.533.1429  
E-mail: [arkhoury@drhorton.com](mailto:arkhoury@drhorton.com)

**With a Copy to:**

Metcalfe, Wolff, Stuart & Williams LLP  
Talley J. Williams  
221 W. 6<sup>th</sup> Street, Ste 1300  
Austin, Texas 78751  
E-mail: [twilliams@mwswtexas.com](mailto:twilliams@mwswtexas.com)

**City:**

City of Bastrop, Texas  
Bastrop City Hall  
1311 Chestnut Street  
Bastrop, TX 78602  
E-mail: [citysec@cityofbastrop.org](mailto:citysec@cityofbastrop.org)

**With a Copy to:**

Bojorquez Law Firm, PC

Alan Bojorquez  
11675 Jollyville Road, Ste 300  
Austin, Texas 78759  
Email: Alan@TexasMunicipalLawyers.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

**Section 15.08 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

**Section 15.09 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 15.10 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

**Section 15.11 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

**Section 15.12 Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 15.13 Attorney’s Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party

in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

**Section 15.14 Applicable Law and Venue.** The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 15.15 Further Assurances.** Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 15.16 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

**Section 15.17 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 15.18 Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

**Section 15.19 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 15.20 Compliance with HB 89 and SB 252.**

a. In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

b. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051,

807.051, or 2252.153 of the Texas Government Code.

**Section 15.21 Effect of Agreement.** This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

**Section 15.22 Not Binding on End Users.** As provided in Section 212.172(f), Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

**Section 15.23 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

**Section 15.24 Exhibits.**

Exhibit A-1 = Property (Signed Survey)

Exhibit A-2 = Property Legal Description

Exhibit A-3 = Additional Land

Exhibit B = Overall Concept Plan

Exhibit C= Intentionally Deleted

Exhibit D = Parkland and Open Space

Exhibit E = Wastewater Facilities

Exhibit F= Development Standards

Exhibit G = Roadway Plan

Exhibit H = Intentionally Deleted

Exhibit I = PID Term Sheet


Exhibit J = Memorandum

[SIGNATURE PAGE FOLLOWS]

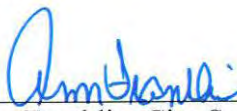
EXECUTED in multiple counterparts, each of which shall constitute an original, this 13<sup>th</sup> day of July, 2021 (the "Effective Date").

CITY:

**CITY OF BASTROP,**  
a Texas home rule City

By:   
Name: Paul D Hofmann  
Its: City Manager

ATTEST:

By:   
Ann Franklin, City Secretary

OWNER:

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

By:   
Name: Adib R Khoury  
Title: Asst Secretary

Exhibit A-1  
PROPERTY (SIGNED SURVERY)

-



Exhibit A-2  
**PROPERTY LEGAL DESCRIPTIONS**



## DESCRIPTION OF A 399.878 ACRE TRACT OF LAND

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND 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 said 410.599 acre tract; THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 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 410.599 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 410.599 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 410.599 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 410.599 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 410.599 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 410.599 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 410.599 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 410.599 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 410.599 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 410.599 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet (Record S 88° 47' 48" W, 4,391.98 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 410.599 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 410.599 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 (Record N 01° 12' 12" W, 2,333.58 feet) to a calculated point at the common corner of the 410.599 acre tract, said Lot 41 and on the south line of said remaining portion of a 1,258.002 acre tract, for the northwest corner of the 410.599 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 410.599 acre tract, the 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 for a north corner of the herein described tract;

THENCE, departing said common line, over and across the 410.559 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, 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 and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

A survey plat of even date was prepared in conjunction with this metes and bounds.



Dion P. Albertson RPLS No. 4963  
 BGE, Inc.  
 7330 San Pedro Ave, Suite 202  
 San Antonio TX 78216  
 Telephone: 210-581-3600  
 TBPLS Licensed Surveying Firm No. 10194490



12/14/2020

Date

Date: December 14, 2020  
 Job No: 8299-00

Exhibit A-3  
ADDITIONAL LAND



## DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

FIELD NOTES FOR A 10.599 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at 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 the remaining portion of said 410.599 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'49" E, coincident with the common line of said right-of-way and the remaining portion of the 410.599 acre tract, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner 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, and the remaining portion of the 410.599 acre tract, for an angle point of the herein described tract;

THENCE, departing said right-of-way line, coincident with the common line of the remainder of the 410.599 acre tract and said 399.878 acre tract the following seven (7) courses:

- 1) S 24°51'52" W, a distance of 22.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 01°19'50" E, 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;
- 3) S 43°41'39" W, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeasterly corner of the herein described tract;
- 4) S 88°43'07" W, a distance of 140.03 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;
- 5) Curving to the right, 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 N 79°50'37" W, 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;

- 6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;
  
- 7) N 03°08'55" W, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of the aforementioned The Colony MUD 1A Section 1, Phase "A", at the common corner of the remainder of the 410.599 acre tract and the 399.878 acre tract, 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 410.599 acre tract, said The Colony MUD 1A Section 1, Phase "A", and the aforementioned remaining portion of the 1,258.002 acre tract, a distance of 551.14 feet to the **POINT OF BEGINNING** and containing 10.559 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 and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

An exhibit plat of even date was prepared in conjunction with this metes and bounds.



Dion P. Albertson RPLS No. 4963  
BGE, Inc.  
7330 San Pedro Ave, Suite 202  
San Antonio TX 78216  
Telephone: 210-581-3600  
TBPELS Licensed Surveying Firm No. 10194490



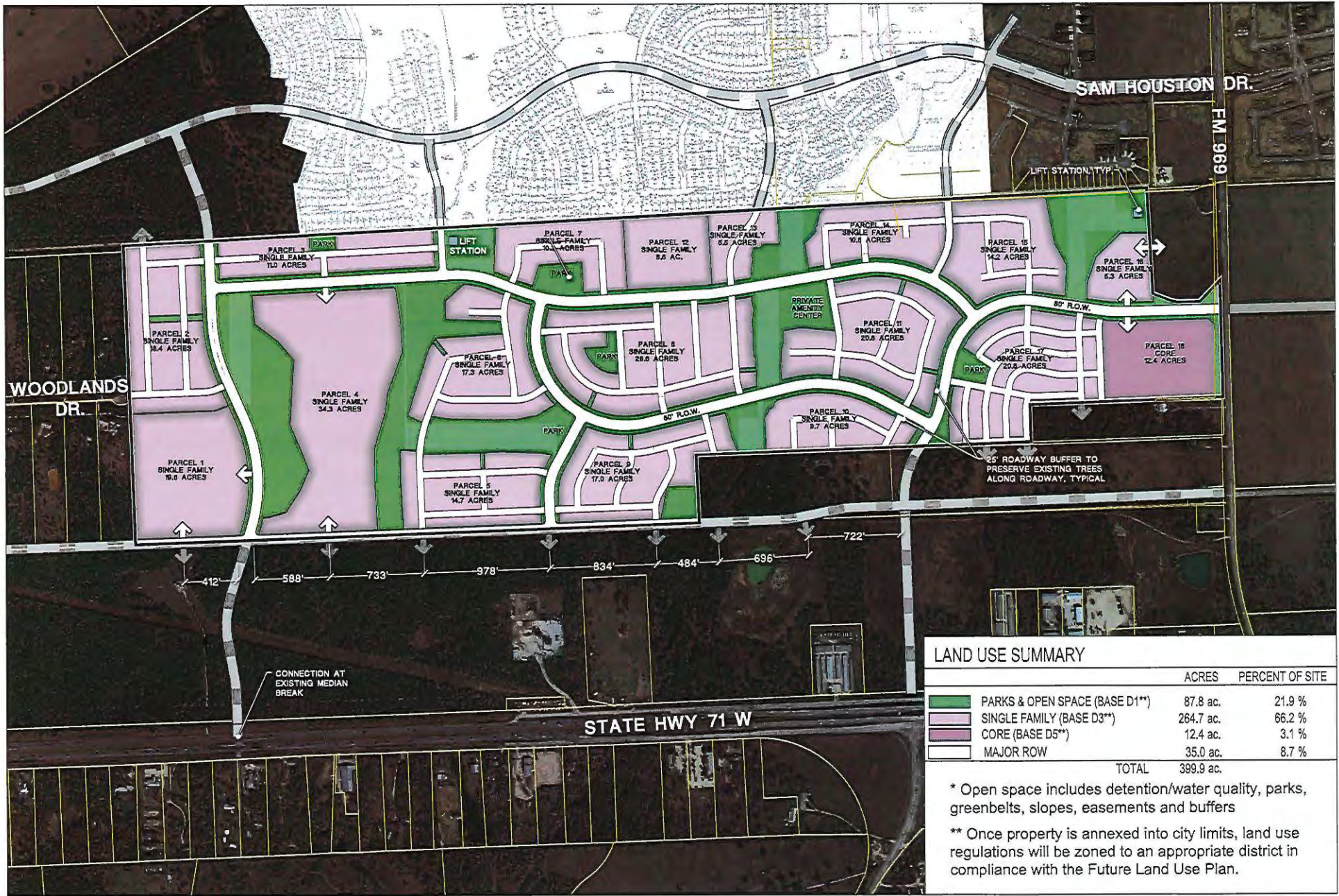
3/26/2021

Date

Date: March 26, 2021  
Job No: 8563-00

Exhibit B  
OVERALL CONCEPT PLAN

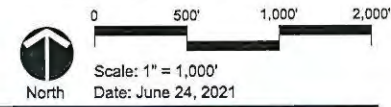




NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**SEC Planning, LLC**  
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 www.secplanning.com • info@secplanning.com

**VIROIDIAN**  
 CONCEPTUAL LAND USE PLAN  
**D.R. HORTON**  
 BASTROP, TEXAS



SHEET FILE: V:\202002-HORTON\CD\PLANNING\Submittal\CD Development\CD\CD\Conceptual Land Use Plan 5-24-21.dwg  
 Base mapping compiled from best available information. All map data should be considered as preliminary. In need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



**Exhibit D**  
**PARKLAND AND OPEN SPACE**

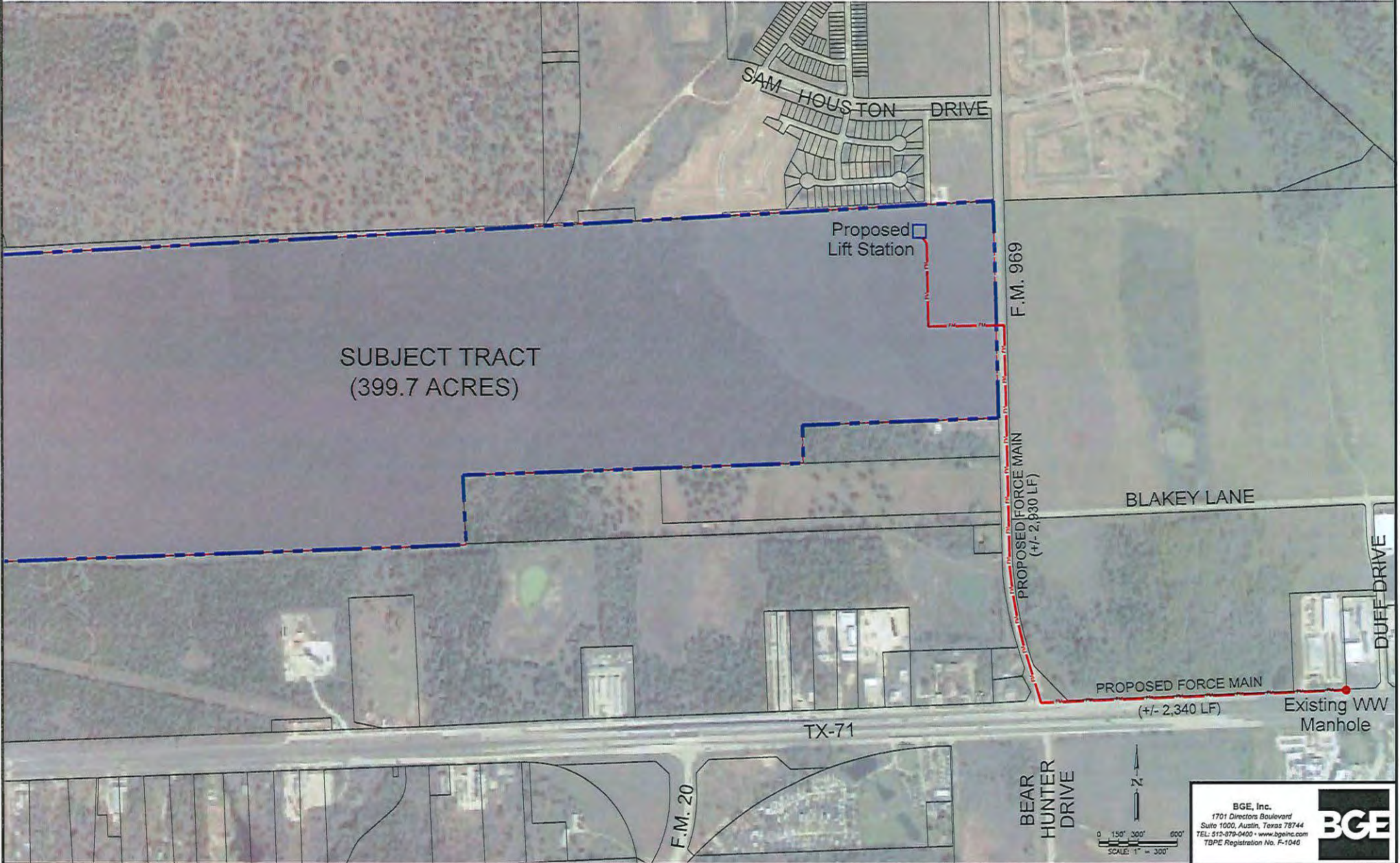






**Exhibit E**  
**WASTEWATER FACILITIES**

VIRIDIAN DEVELOPMENT  
(OFF-SITE WASTEWATER IMPROVEMENTS)



BGE, Inc.  
1701 Directors Boulevard  
Suite 1000, Austin, Texas 78744  
TEL: 512-879-0400 • www.bgeinc.com  
TBPB Registration No. F-1040

**Exhibit F**  
**DEVELOPMENT STANDARDS**

# VIRIDIAN DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARD TABLES

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLOCK LENGTH MAX		720 FT	720 FT
DOUBLE LOADED BLOCK PERIMETER MAX.		1440 FT	1440 FT
SINGLE LOADED BLOCK PERIMETER MAX.		1320 FT*	1320 FT
AVENUE	P	P	P
CONNECTOR	P	P	P
NEIGHBORHOOD STREET	P	P	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

\*BLOCKS THAT EXCEED 720 FT SHALL BE BROKEN UP WITH A PEDESTRIAN STREET DEDICATED TO THE HOA.



**BUILDING TYPES –  
SEC. 2.5.001**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
REARYARD			
COMMERCIAL	NP	NP	P
APARTMENT	NP	NP	P
ROWHOUSE	NP	NP	P
SIDEYARD			
SIDEYARD	NP	NP	P
COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**ENCROACHMENT TYPES -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PORCH	P	P	P
DOORYARD	NP	NP	P
TERRACE	NP	NP	P
STOOP	NP	NP	P
LIGHTWELL	NP	NP	P
GALLERY	NP	NP	P
ARCADE	NP	NP	NP

**LOT OCCUPATION - SEC. 2.3.009**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD- TO-LINE		40% min	60% min.
BUILD-TO-LINE		10 ft – 25 ft	5 ft – 25 ft

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

**BUILDING HEIGHT IN STORIES -  
SEC. 2.5.003**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING		2 max	3 max
ACCESSORY DWELLING UNIT		2 max	2 max

**FIRST LAYER ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	P	80% max
BALCONY AND/OR BAY WINDOW	NP	P	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**R.O.W. ENCROACHMENTS -  
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE			P

**PARKING LOCATION -  
SEC. 2.3.007**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P	P	P
THIRD LAYER	P	P	P

**RESIDENTIAL GARAGE FRONT FACADE**

SECOND LAYER	NP	P	P
THIRD LAYER	NP	P	P

**SIGNAGE**

ADDRESS SIGN	*	*	*
AWNINGS & SIGNS	NP	NP	NP
BAND SIGNS	NP	NP	NP

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

\*DEFAULT AS ESTABLISHED BY THE IBC AND IRC

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLADE SIGNS	NP	NP	NP
MARQUEE SIGNS	NP	NP	NP
NAME PLATE SIGNS	NP	NP	NP
OUTDOOR DISPLAY CASE	P	NP	NP
SIDEWALK SIGNS	P	NP	NP
WINDOW SIGNS	NP	NP	NP
YARD SIGNS	P	NP	NP
MONUMENT SIGN	P		P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

## VIRIDIAN DEVELOPMENT STANDARDS ELEMENTS

**Proposed Development Types-** Development Types define specific development standards within the VIRIDIAN Development based on the proposed Land Uses.

**Development Types:**

*Open Space (Base D1)*

*Single Family (Base D3)*

*Core (Base D5)*

**Street Types** - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards.

**Building Types** - Building Types correspond to the Development Types and Street Types. Building Types are contained within each Development Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.



# CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS

## SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS

### SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED

The VIRIDIAN Development Standards are divided into 3 Development Types that are established in Section 1.1.003. All land within the Viridian Development shall be classified into one of the following Development Types in Section 1.1.003.

- (a) A summary of the Standards of the Development Types is included in 3.2 Development Type Standards, Section 2.5, Building Types, and Section 2.5.003 Building Standards by Development Type.

### SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES

- (a) The boundary lines shown on the Development Type Map are usually along Streets, alleys, property lines, or extensions thereof.

### SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE

#### *Open Space*

Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Open Space is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.

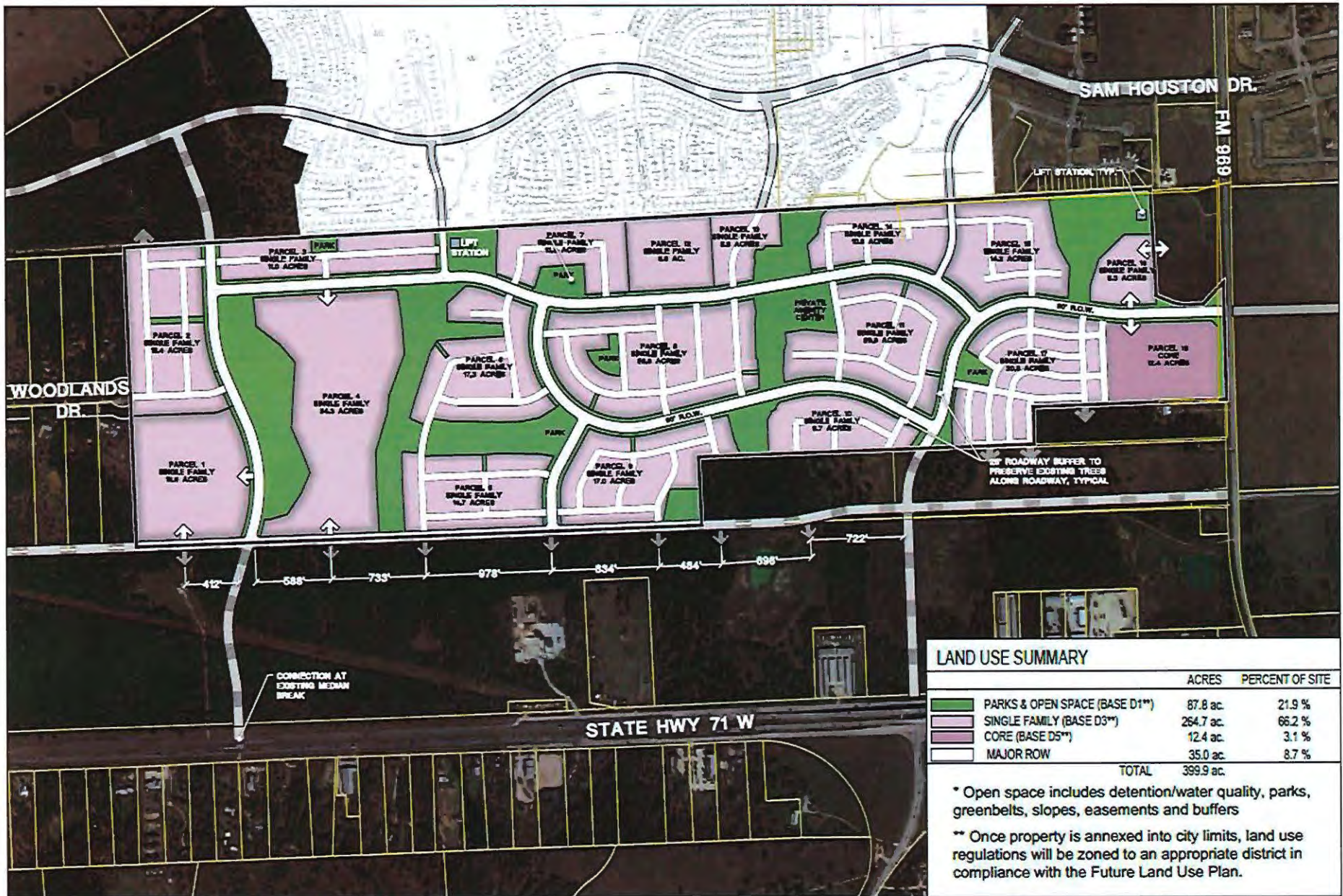
#### *Single Family*

Single Family Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions. 50% of this area will consist of alley loaded Single Family Lots and 50% of Front Loaded Single Family lots.

#### *Core*

Higher density mixture of Building types that accommodate townhomes, duplex residential, commercial, retail, and apartments.

SEC 1.1.004 DEVELOPMENT TYPE MAP



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

**SEC Planning, LLC**  
 Land Planning + Landscape Architecture + Community Branding  
 AUSTIN, TEXAS  
 512.322.7800

**VIRIDIAN**  
 CONCEPTUAL LAND USE PLAN

**D.R. HORTON**  
 BASTROP, TEXAS

0 500' 1,000' 2,000'  
  
 North  
 Scale: 1" = 1,000'  
 Date: June 24, 2021

SHEET FILE: V:\2021\HORTON\Viridian\PLANNING\SEC1.1.004\Development\20210624\Conceptual Land Use Plan 6/24/21.dwg  
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



## CHAPTER 2: VIRIDIAN PRIVATE REALM DEVELOPMENT STANDARDS

### SECTION 2.1 GENERAL

#### SEC. 2.1.001 INSTRUCTIONS

- (a) Lots and buildings located in the Private Realm within the Viridian Development shall be subject to the requirements of this section.
  - (1) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.
- (b) Regulatory terminology related to private lots used in this section is diagrammed for illustrative purposes only.
- (c) A running total of Single-Family front loaded versus Single-Family alley loaded lots will be provided with each plat to verify compliance with D-3 ratio.

### SECTION 2.2 PERMITTING REQUIREMENTS

- (a) Building or Construction permits shall not be issued for Development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:
  - (1) For preliminary Site and Building plan approval:
    - A. See B3 Technical Manual for Site Plan Review requirements.
    - B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.
  - (2) Individual home applications in Single Family and two-family development as defined by the IRC is exempt from the Site Plan process.
  - (3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.
  - (4) All development will follow City of Bastrop Building Codes in effect at the time of permitting.

## SECTION 2.3 GENERAL LOT STANDARDS

### SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Figure 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Lots shall be divided into regulatory Layers as illustrated on Figure 6.1 and Figure 6.2. Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.
  - (1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.
  - (2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.
  - (3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.
    - A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.003 Building Standards per Development Type.
- (d) All buildings and Structures must be located at or behind the side or rear International Building Code (IBC) or International Residential Code (IRC) separation line and must comply with the following lot setbacks:
  - a. 5 ft Sideyard Setback (Reduced to 3 ft on lots 40 ft wide or narrower when the adjacent exterior walls shall comply with the fire resistance requirements established in the International Fire Code, International Building Code and/or International Residential Code) for Residential
  - b. 10 ft Rearyard Setback



SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES

Table 6.1:

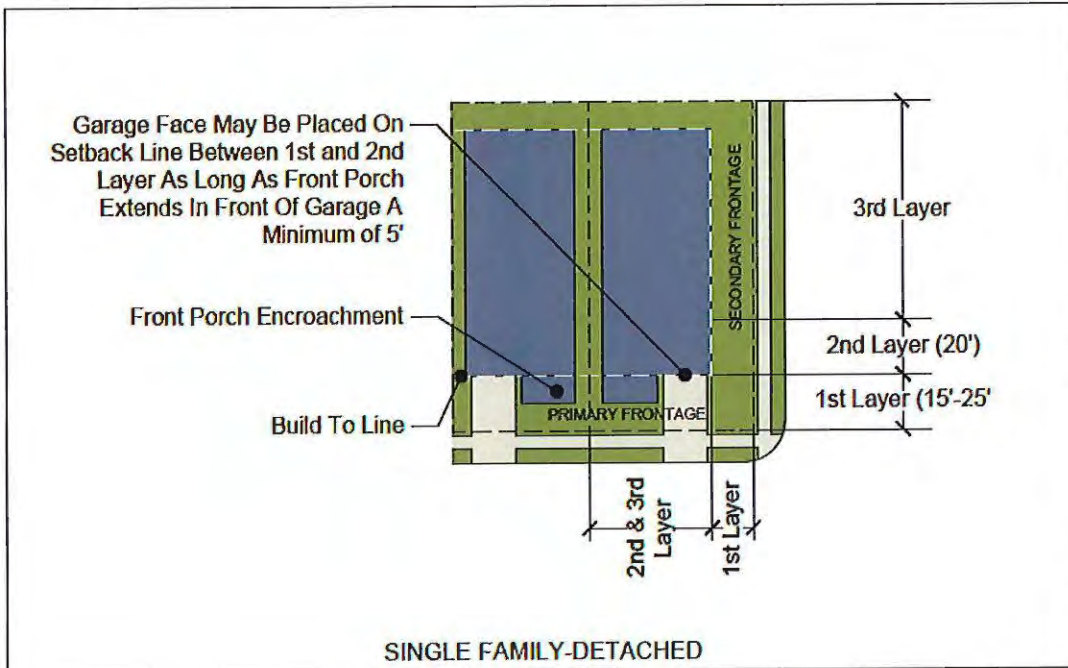


Table 6.2

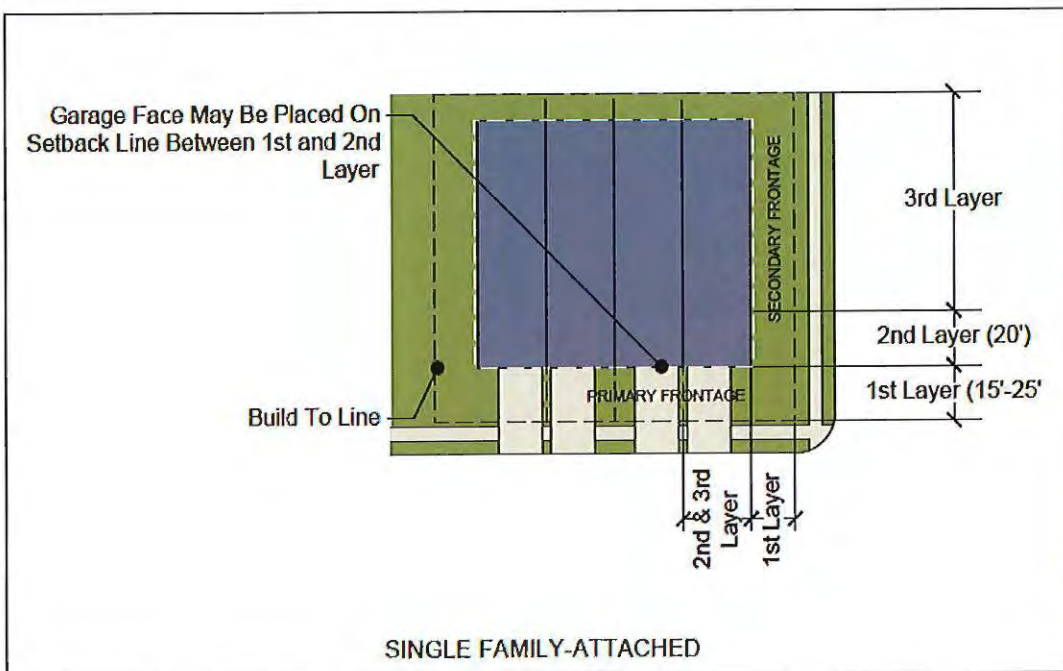
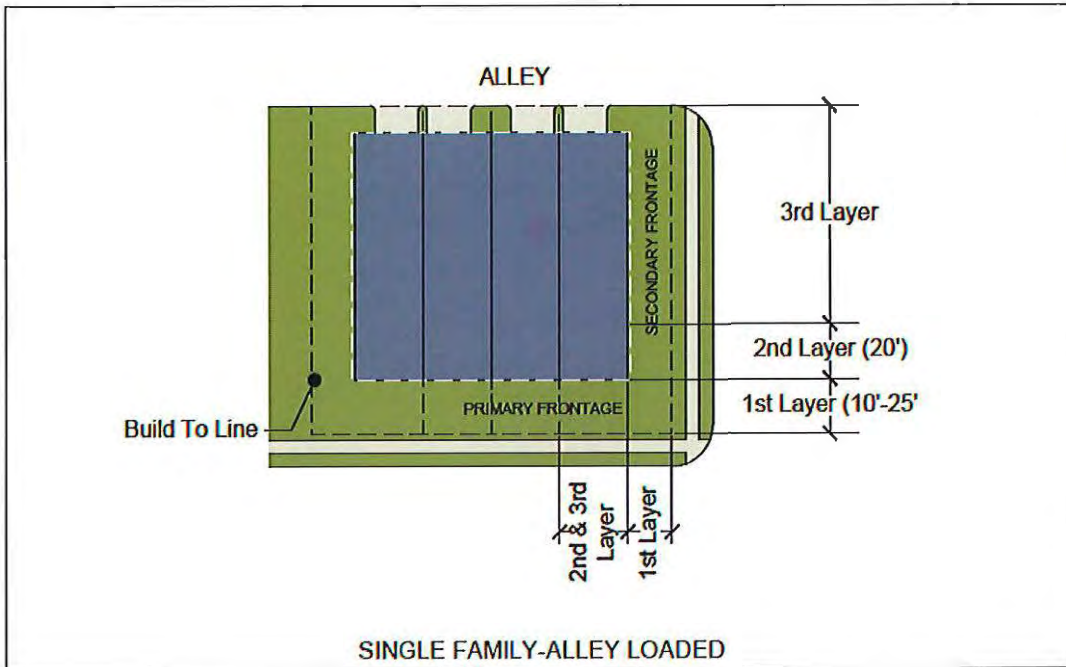


Table 6.3



### SEC. 2.3.003 BUILDING PLACEMENT

- (a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.
  - (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
  - (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
  - (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
    - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer.

### SEC. 2.3.005 BUILDING SEPARATION

- (a) Fences and screening walls may extend into the IBC Building separation line and Alley Setback.
- (b) Side and Rear Building separation will be determined by the IBC as adopted by the City and per the setbacks established on Section 2.3.001 (d)

### SEC. 2.3.006 ALLEYS & DRIVEWAY LOCATIONS

- (a) Driveways:
  - (1) Where Alleys are present, all vehicular access shall be provided from the Alley.
  - (2) Where a Lot does not have access to an Alley, driveways are allowed in accordance with this section.
  - (3) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Non-Alley loaded driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights-of-way in Single Family Development Type, and forty (40) feet Core Development Type.
  - (4) Mid-Block lots greater than 40' in width at the Frontage are allowed one Driveway with a maximum width of 24' for two-way and 12' for one-way driveways.
  - (5) In Open Space or Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 feet wide Street right-of-way must be spaced 300 feet apart centerline to centerline.
  - (6) Nothing in this section shall prevent all Site access to any property.

#### SEC. 2.3.007 PARKING

- (1) Residential garage access is permitted from the public Street or from an Alley.
- (2) Residential garage front facades must begin, a minimum of 5 ft behind the front of the house.
- (3) Parking spaces provided internal to a Lot shall be located entirely behind the minimum rear Setback as specified by Building Type and Development Type.
- (4) For the purposes of this Section the front of the house is defined as the front edge of the front porch.

#### SEC. 2.3.008 CROSS ACCESS CONNECTIONS

- (a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.
- (b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- (c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the connection requirement will be permitted
- (d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.
- (e) Additional Standards shall be found in the B3 Technical Manual

#### SEC. 2.3.009 LOT OCCUPATION

- (a) In Single Family Development Type, three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.003.A.
- (c) For Building height see standard by Development Type. If the Building height is undefined in this document see the International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet with a maximum of 25 feet.
- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 feet from the Base Flood Elevation.

### SEC. 2.3.010 PRIVATE FRONTAGE

- (a) Permitted Encroachments into the First Layer of any Lot are specified in Section 2.5.002, Permitted Encroachments per Development Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.
- (b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 2.5.003, Building Standards per Development Type.
- (c) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.
- (d) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

### SEC. 2.3.011 ARTICULATION GUIDELINES

The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- (a) A minimum of two wall planes on the front elevation, offset a minimum of 18 inches
- (b) Covered front porch or patio with a minimum size of 60 square feet
- (c) A side-entry or swing-in garage entry (for garage doors that do not face the front street)
- (d) A garage door recessed from the primary front façade a minimum of five feet (for garage doors that face the front street)
- (e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house)
- (f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail
- (g) A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction
- (h) Two or more material finishes to complement the architectural style of the home
- (i) The addition of one or more dormers on the front elevation to complement the architectural style of the home

### SEC. 2.3.012 LIGHTING STANDARDS

All light fixtures, including security lighting, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

No new mercury vapor light fixtures or replacement equipment other than bulbs shall be sold or installed for use as outdoor lighting within the city after the effective date of this Ordinance.

Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at their direction or as permitted in section 45.11. Does not include movie projection in conjunction with 'Movies in the Park' or an approved special event permit.

Total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any development project shall not exceed 100,000 lumens per net acre, averaged over the entire property.

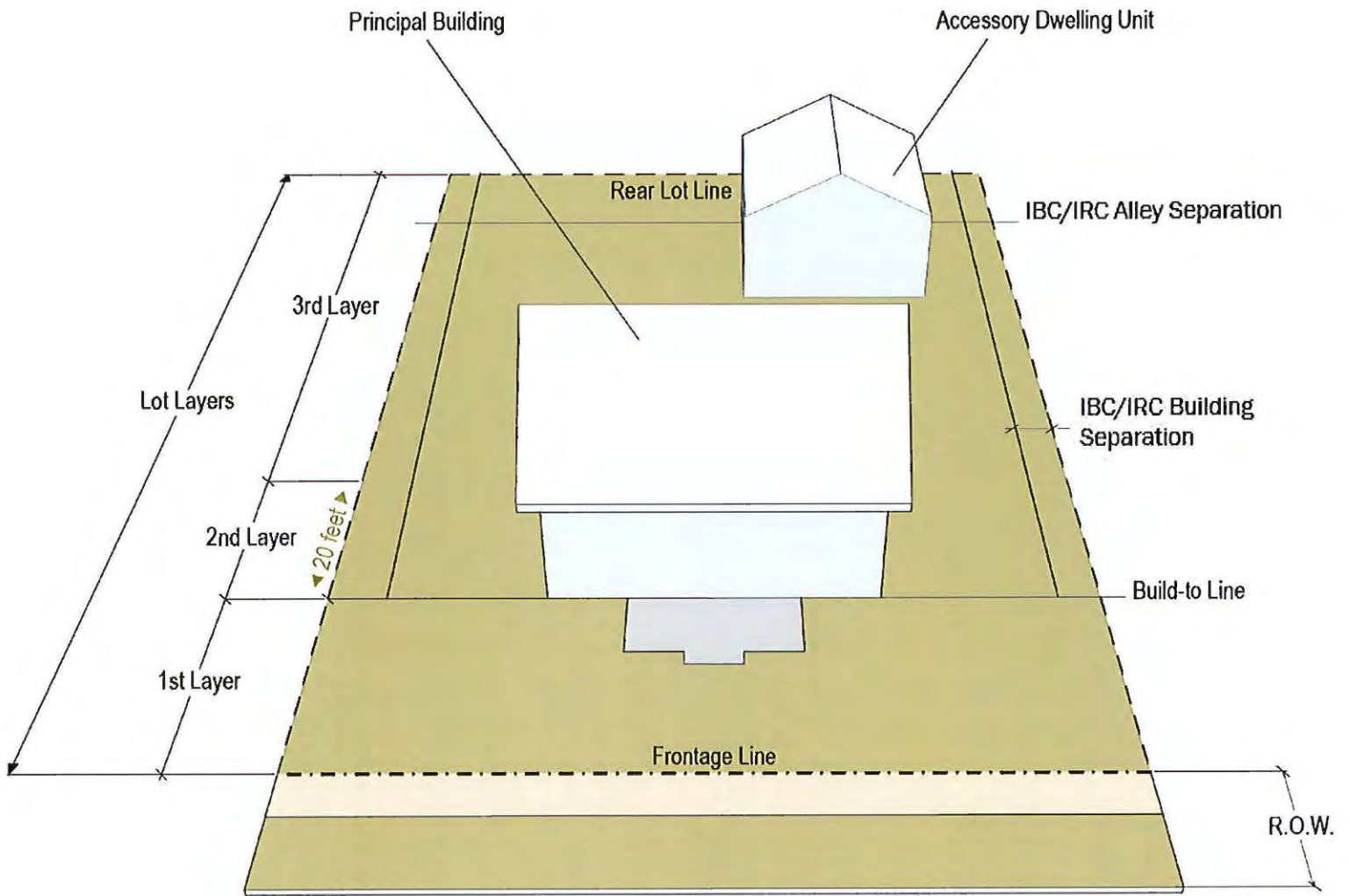
Lighting used for all externally illuminated signs shall conform to all restrictions of this section and shall be fully shielded.

Parking lot lighting standards. Lighting standards (poles) shall be sized in such a manner that the top of any luminary does not exceed 30 feet above adjacent grade, unless otherwise approved by the City Council.

## SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per Lot.
LOT LAYERS	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Development Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
LOT	
Build-to-Line	The minimum percentage of the front Building Facade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets Alley R.O.W. or an adjoining side/ rear property line.

LOT STRUCTURE DIAGRAM

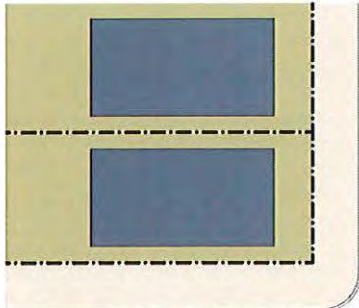




## SECTION 2.5 BUILDING TYPES

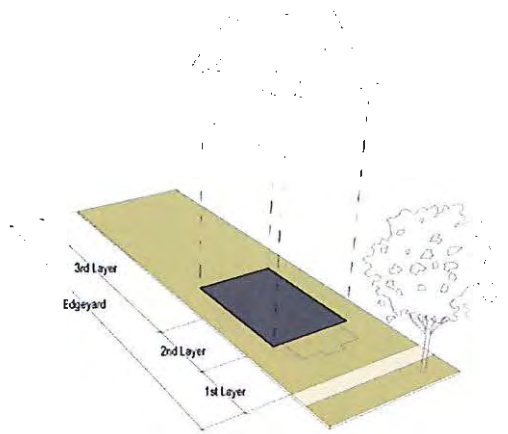
### (a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeyard around the Building, with IBC separation and setbacks per Section 2.3.001 (d) on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

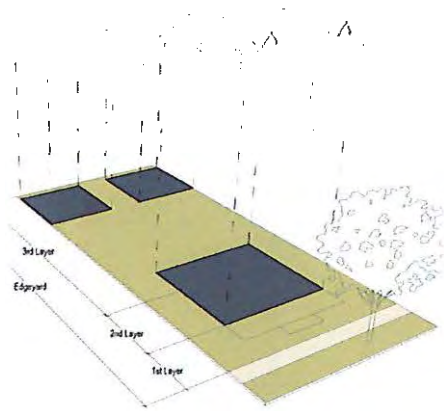


**GENERAL PLACEMENT**

Variants:, House, Duplex, Triplex, Fourplex



**HOUSE**

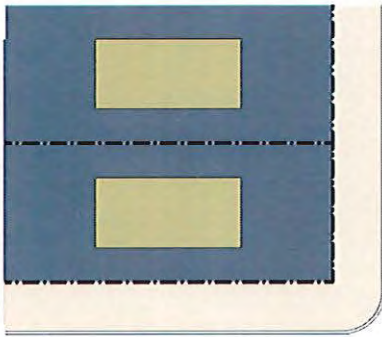


**DUPLEX, TRIPLEX, FOURPLEX**

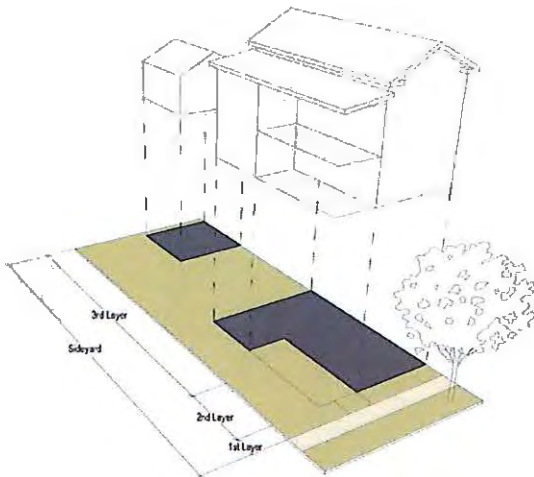
**(b) SIDEYARD**

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House



**GENERAL PLACEMENT**

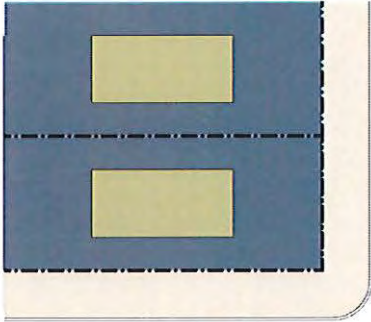


**SIDEYARD**

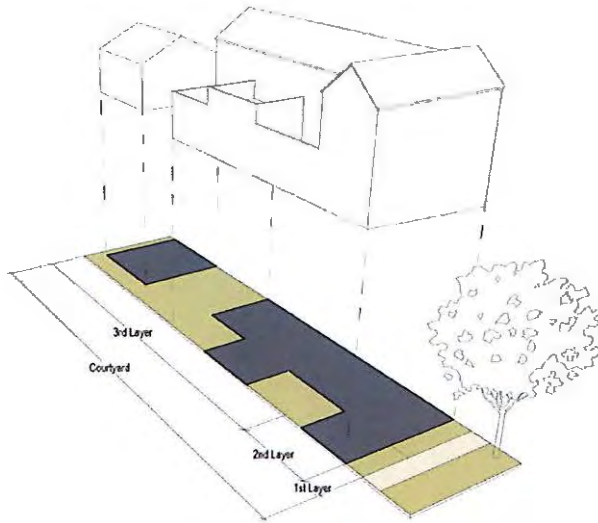
**(c) COURTYARD**

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building



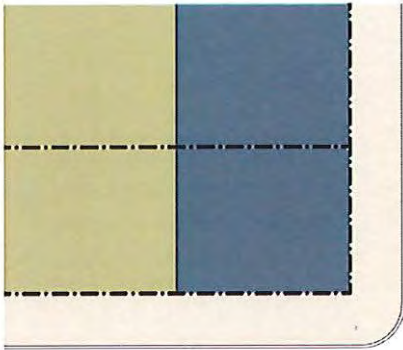
**GENERAL PLACEMENT**



**COURTHOUSE**

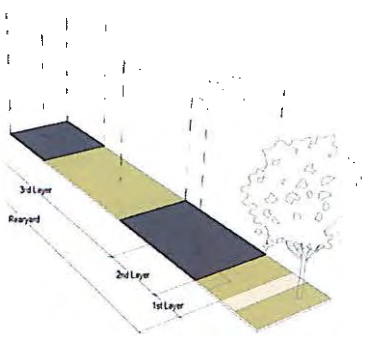
**(d) REARYARD**

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

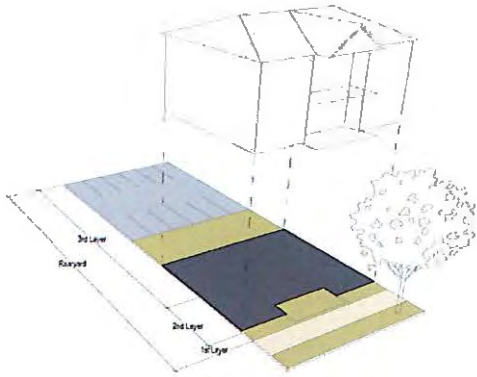


**GENERAL PLACEMENT**

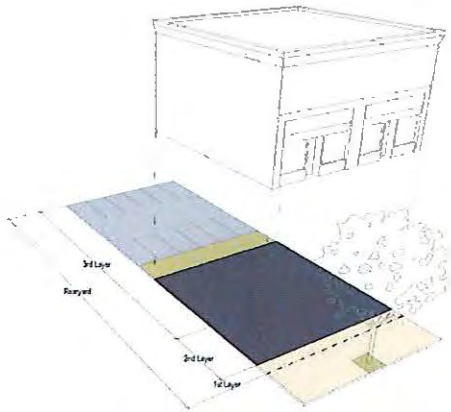
Variants: Rowhouse, Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



**ROWHOUSE**



**APARTMENT BUILDING**



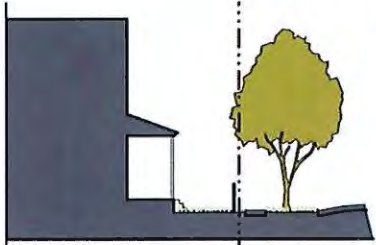
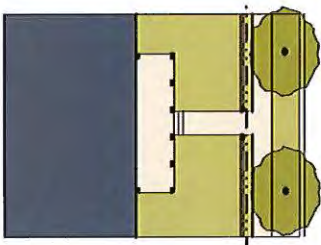
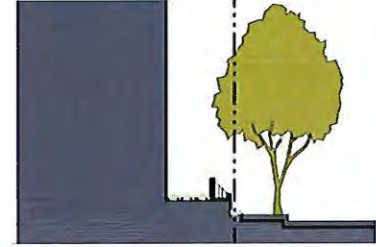
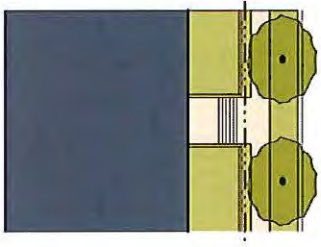
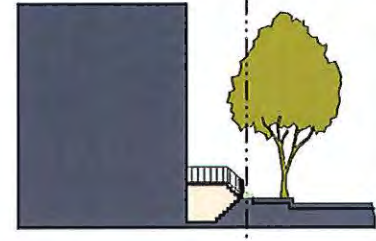
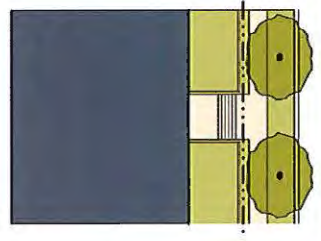
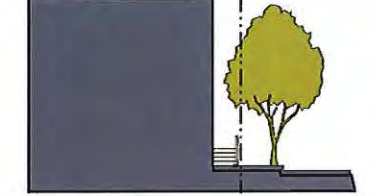
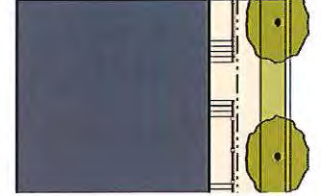
**COMMERCIAL BUILDING**

SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE




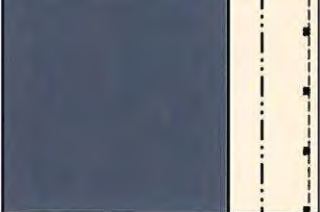


	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
<b>A: REARYARD</b>			
COMMERCIAL BUILDING		NP	P
APARTMENT BUILDING	NP	NP	P
ROWHOUSE	NP	NP	P
<b>B: SIDEYARD</b>			
SIDEYARD	NP	NP	P
<b>C: COURTYARD</b>			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
<b>D: EDGEYARD</b>			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
PORCH			P	P	A roof covered raised platform
DOORYARD			NP	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NP	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as an outdoor seating area.
STOOP			NP	P	An exterior stair and landing leading to an elevated first Story of a Building.



	Private Realm	Public Realm	SF	CORE	DESCRIPTION
LIGHTWELL			NP	P	An exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NP	P	An attached cantilevered shed or a lightweight colonnade extending from a Building Facade to overlap the sidewalk.
ARCADE			NP	P	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains or behind the Frontage Line.

P=PERMITTED NP=NOT PERMITTED

SEC 2.5.003 BUILDING STANDARDS PER DEVELOPMENT TYPE

<b>LOT OCCUPATION - SEC. 2.3.009</b>			
DEVELOPMENT TYPE	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	60% min
BUILD-TO-LINE		10/15 ft – 25 ft	5 ft – 20 ft

<b>BUILDING HEIGHT IN STORIES - SEC. 2.5.003</b>			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING	NP	2 max	3 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max

<b>FIRST LAYER ENCROACHMENTS - SEC. 2.5.002</b>			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	50%	80% max
BALCONY AND/OR BAY WINDOW	NP	50%	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

<b>R.O.W. ENCROACHMENTS - SEC. 2.5.002</b>			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE		NP	To within 2 ft of the curb*

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

\*WITH LICENSE TO ENCROACH INTO THE RIGHT OF WAY

**PARKING LOCATION -  
SEC. 2.3.007**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P*	P	P*
THIRD LAYER	P*	P	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

\*SUBJECT TO SCREENING REQUIREMENTS

## CHAPTER 3: VIRIDIAN PUBLIC REALM DEVELOPMENT STANDARDS

### SECTION 3.1 STREETS & PUBLIC REALM

#### SEC. 3.1.001 GENERAL

- (a) Development located within the Viridian Development shall be subject to the requirements of this Section.
- (b) **Street Arrangement:** The Viridian Transportation Plan establish the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) **Street Design:** To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) **Street Widths:** Avenue Roads shall have a minimum dedicated right-of way of 80 feet and a minimum paving width Curb to Curb of 36 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 32 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 55.5 feet with a minimum paving width Curb to Curb of 28 feet.
- (e) **Intersections:**
  - (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
  - (2) Curbs at acute angle intersections, shall have 25 foot radii at acute corners.
  - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
  - (4) **Minimum Curb radius at intersections:**
    - A. Avenue Roadway - 20 foot
    - B. Local Connector - 15 foot
    - C. Neighborhood Street - 10 foot

(f) Cul-De-Sacs:

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracts, or another physical barrier.
- (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
- (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(g) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the City and/or County.

(h) Private Streets: To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations. Private Streets may be permitted by approval of the City Council after evaluation of such considerations.

(i) Street Signs: Street Signs are required at all intersections. Signs will meet current City Sign Standards or match the existing Street Signs of the adjacent joining Streets.

(j) Alleys:

- (1) Pavement Type: Alleys shall be paved with reinforced concrete conforming to Street paving requirements.
  - A. Alternative Construction methods may be approved by the Director of Engineering.
- (2) Width: A minimum paved width of 16 feet and a minimum right-of-way of 20 feet shall be required for all alleys.
- (3) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 1/2 of 1.5% percent toward a Street or Drainage easement.
- (4) Streets and Alleys shall be designed by a register engineer meeting the specifications of this manual and the City of Bastrop Construction Standards Manual.

(k) If there are deviations from the Viridian Development Master Transportation Plan and the City of Bastrop Major Thoroughfare Map, the Director of Planning & Development may require a Traffic Impact Analysis to be administratively reviewed and approved.

## SECTION 3.2 NEW STREETS

### SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH

- (a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Viridian Development Master Transportation Plan.
- (b) Alignments may be adjusted and approved administratively by the Director of Planning & Development if significant topographical or environmental constraints are found.
- (c) Sufficient right-of-way must be dedicated to the City/County for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of way widths are illustrated in this Section.
- (d) Additional right-of- way beyond that shown in the applicable Street typical cross-section will be provided to accommodate turn lanes when warranted.

### SEC. 3.2.002 MEASUREMENT OF STREETS & PUBLIC REALM

- (a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of Curb and are inclusive of the gutter.
- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

## SECTION 3.3 STREET TYPES

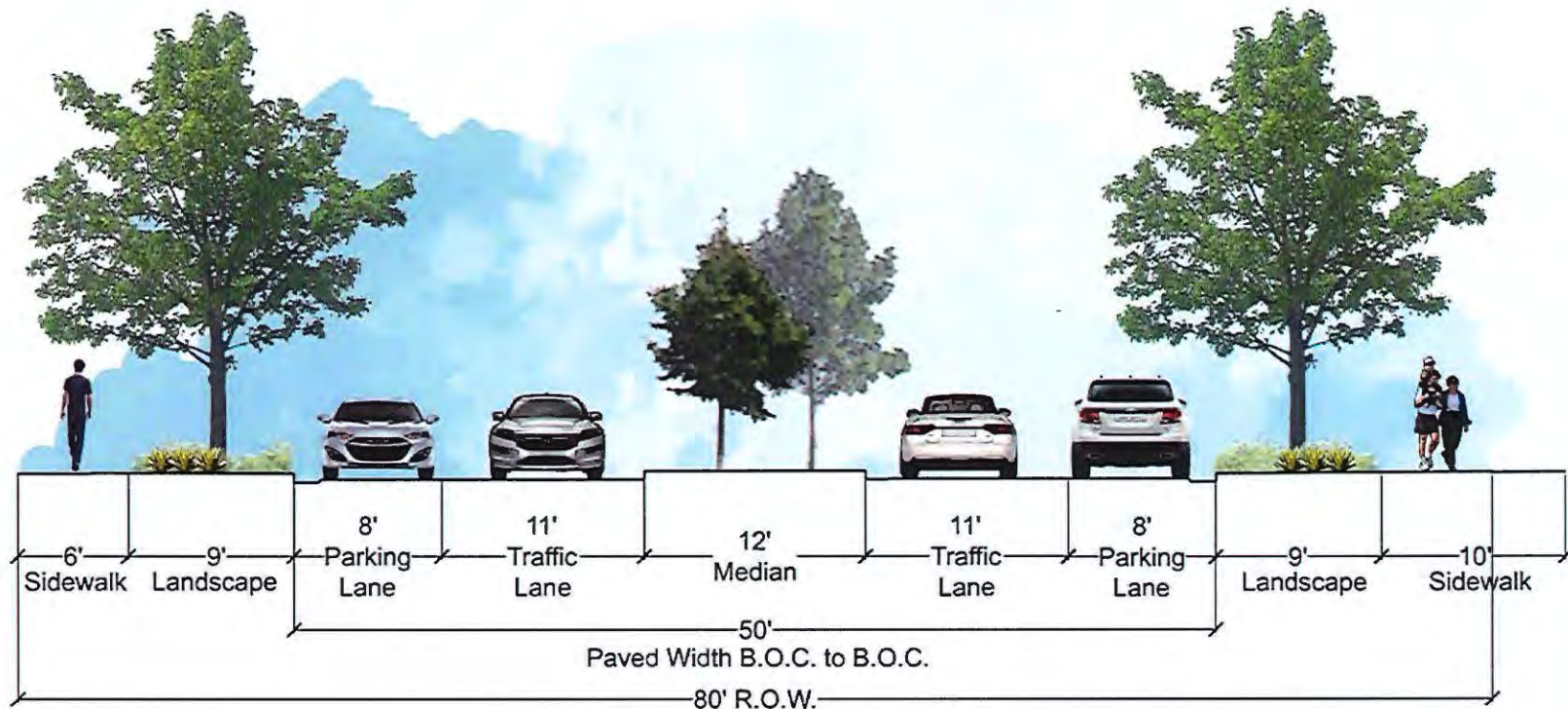
Streets Types have been provided which correspond back to the built environment they serve.

(a) The Street Types are separated into three categories:

- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes. These streets should be designed as walkable, low to moderate speed thoroughfares that carry both through and local traffic pedestrian, and bicyclists, these will be considered in compliance with this Section by following the requirements established in Section 3.3.001
- (2) Connector (60' R.O.W.) - provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low- speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002
- (3) Neighborhood Street A (55.5' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, these will be considered in compliance with this Section by following the requirements in Section 3.3.003



SEC. 3.3.001 PRIMARY MULTIMODAL STREET: AVENUE



AVENUE STREET

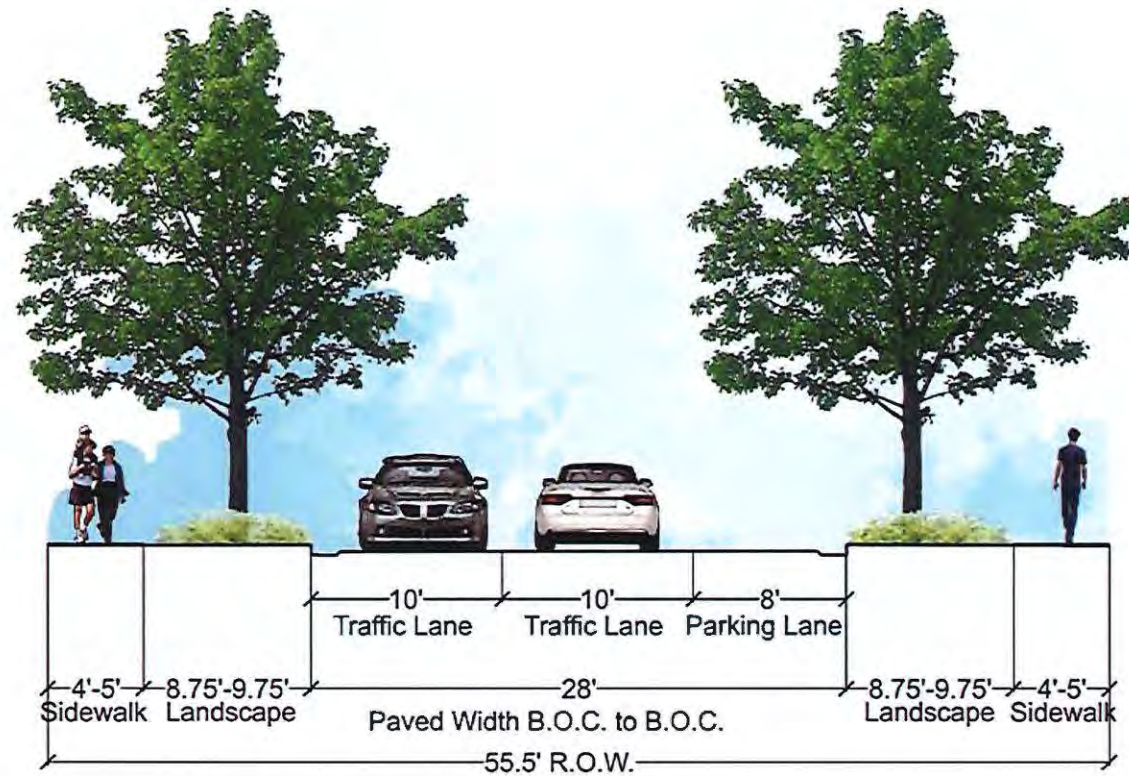
Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

Note: 10' sidewalk provided on one side of avenue. Sidewalks may meander in and out of the right of way and into adjacent landscape lot.





SEC. 3.3.003 NEIGHBORHOOD STREET "A"



\*4' SIDEWALK IF HOUSING PRODUCT IS FRONT LOADED.  
 5' SIDEWALK IF HOUSING PRODUCT IS ALLEY LOADED.

**NEIGHBORHOOD STREET**

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.



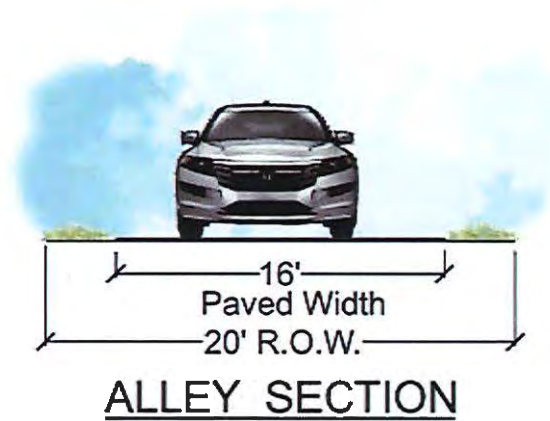
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**D.R. HORTON**  
 BASTROP, TEXAS

Date: February 23, 2021

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 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SEC. 3.3.004 ALLEY SECTION



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D.R. HORTON  
BASTROP, TEXAS

Date: February 23, 2021

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Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.





### SEC. 3.3.006 COMPLIANCE WITH THE VIRIDIAN MASTER TRANSPORTATION PLAN

- (a) Intent : The pattern of Streets on the Viridian Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian, Bicycle and vehicular traffic, while respecting the conditions of the natural environment.
- (b) the location of internal Streets may vary from their locations on the Viridian Master Transportation Plan, subject to the following conditions:
  - (1) The proposed arrangement meets the intent of the Viridian Master Transportation Plan.
  - (2) Overall connectivity to adjacent tracts shall not be decreased.
  - (3) Approved Administratively by the Director of Planning and Development.

### SEC. 3.3.007 PUBLIC FRONTAGE STANDARDS

- (a) Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:
  - 1. The type of Drainage located adjacent to the vehicle lane;
  - 2. The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,
- (b) The Public Frontage of Streets shall be designed as specified in this document and constructed in accordance with the B3 Technical Manual.
- (c) The paving design of the Walkway shall be continuous for the extent of each Block Face.
- (d) Sidewalks are required on all Primary Multimodal Streets, Neighborhood Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section as defined in this document. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be in accordance with the City's standard specifications and B3 Technical Manual.

- (e) Street Lights shall be provided at all intersections, significant bends and shall not exceed 175 ft in spacing.

### SEC 3.3.008 TRAFFIC & MITIGATION

- (a) The purpose of this section is to ensure Development within the Viridian Development is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting, and internal Streets to support new Development is necessary and desirable. The City requires that:
  - (1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and
  - (2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and
  - (3) Adequate infrastructure for new Development is adequately evaluated and addressed.
- (b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City desires to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure mandatory dedications of Street rights-of-way and Street Construction requirements are proportional to the transportation demands created by a new Development.
- (c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop or TxDOT.



### SEC. 3.3.009 ALLEY CONSTRUCTION

(a) Intent

Alleys will serve the development to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the Public Realm adds to Walkability.

(b) Alleys surface types will be as follows:

- (1) Width: A minimum width of 16 feet and a minimum right-of-way of 20 feet shall be required for all Alleys.
- (2) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots, where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 0.5% toward a Street or Drainage easement.

## SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS

### SEC. 3.4.001 BLOCKS

- (a) The Viridian Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

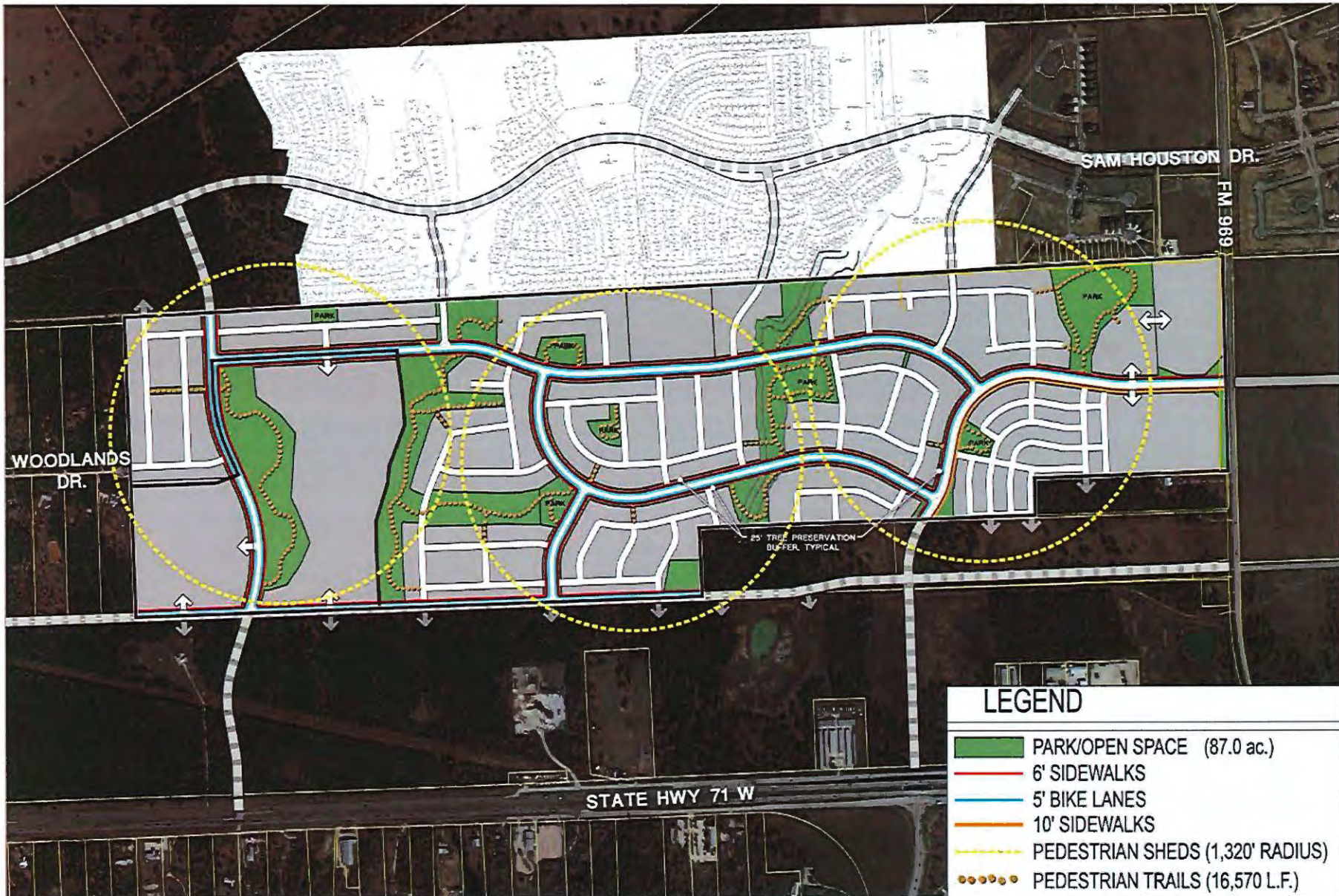
Open Space – Unrestricted

Single Family - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

Core - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

- (b) Block Faces, within Single Family and Core Place Types, exceeding 720 feet shall be equipped with a 20' Pedestrian way, dedicated to the HOA.
- (c) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.
- (d) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.
- (e) Creative and alternative Block configurations can be selected in the Pattern Book.

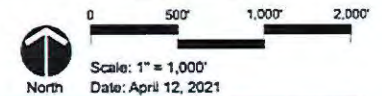
SECTION 3.5 PARK REQUIREMENT CRITERIA  
 SEC 3.5.001 PARKS AND OPEN SPACE



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS



VIRIDIAN  
 PARKS AND OPEN SPACE EXHIBIT  
 D.R. HORTON  
 BASTROP, TEXAS



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 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

## SECTION 3.6 WATER & WASTEWATER

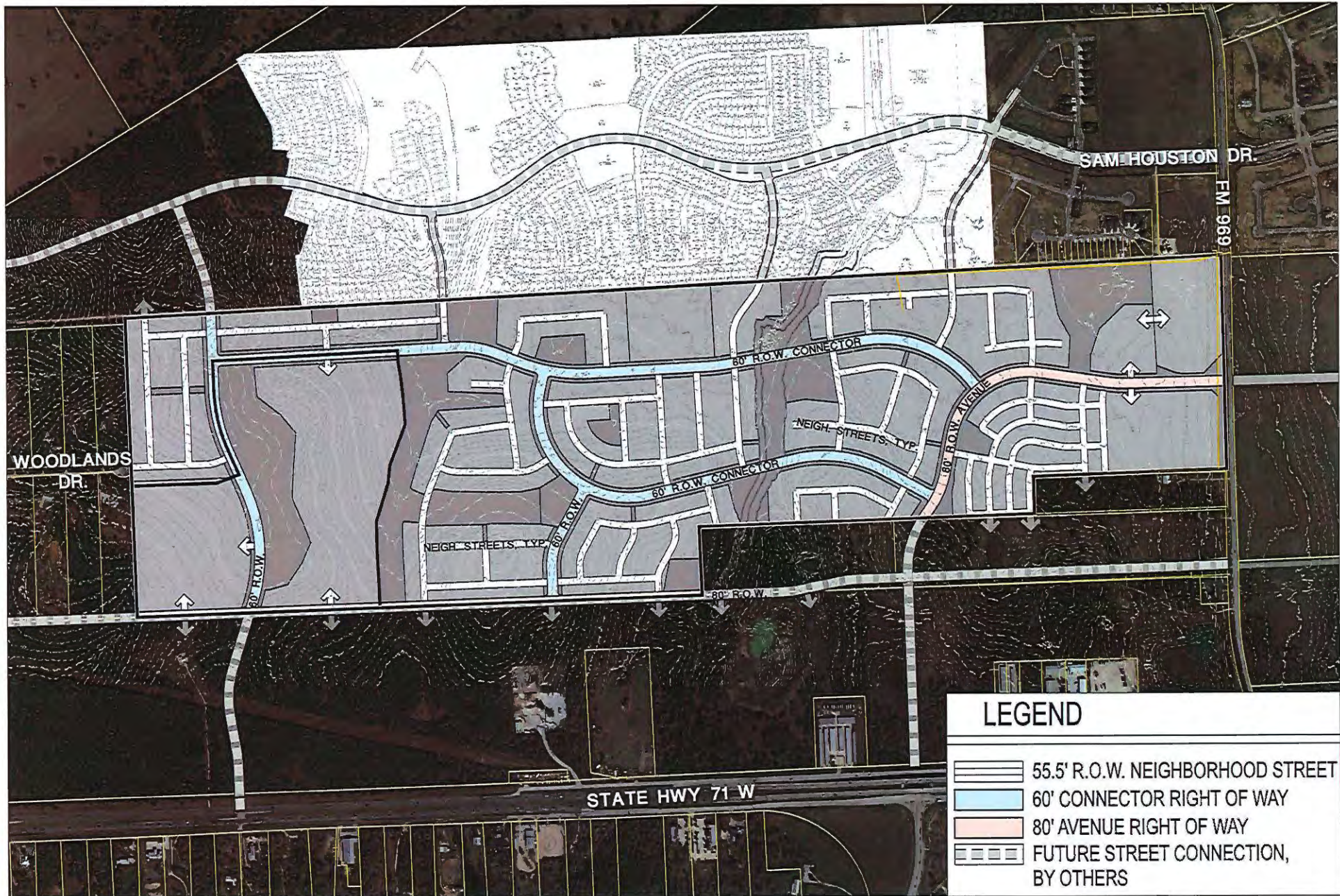
- (a) **Water Lines:** The Applicant shall provide all water lines necessary to properly serve each Lot of the Development and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The Applicant shall bear all costs for extending water service from existing City water lines to the Development. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The Applicant shall submit a certificate to the DRC certifying that the system has been designed in accordance with the current requirements of the state regulatory agency and the City of Bastrop.
- (b) **Fire Hydrants:** Fire hydrants will be provided at a maximum spacing of 500 feet in Residential areas and 300 feet in Commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.
- (c) **Wastewater Lines:** The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. The Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall only be permitted if the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (d) **Septic systems** will not be permitted within a standard division of land. Septic systems must comply with the City Utility Standards, permits, and process if approved by City Council.
- (e) See the B3 Technical Manual for additional Standards.

## SECTION 3.7 EASEMENTS

- (a) The Applicant platting property shall dedicate easements as follows:
  - (1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:
    - A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.
  - (2) Off-site Easements:
    - A. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.
  - (3) Privately-owned Easements.
  - (4) See the B3 Technical Manual for Standards for Easements.

**Exhibit G**  
**ROADWAY PLAN**







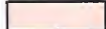

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

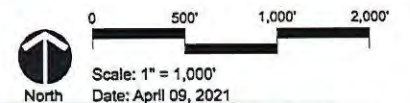
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**VIRIDIAN**  
 CONCEPTUAL ROADWAY EXHIBIT

**D.R. HORTON**  
 BASTROP, TEXAS

**LEGEND**

-  55.5' R.O.W. NEIGHBORHOOD STREET
-  60' CONNECTOR RIGHT OF WAY
-  80' AVENUE RIGHT OF WAY
-  FUTURE STREET CONNECTION, BY OTHERS



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 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



**Exhibit I**  
**PID TERM SHEET**



**DEVELOPER’S PROPOSED TERMS  
CITY OF BASTROP, TEXAS  
VIRIDIAN PUBLIC IMPROVEMENT DISTRICT  
4/13/2021**

The following limitations and performance standards will apply to the proposed Viridian Public Improvement District (the “PID”) as proposed by D.R. Horton (“the Developer”) to the City of Bastrop, TX (“the City”) in connection with the development of approximately 1,372 lots as the Viridian master planned community (“the Project”):

**PUBLIC IMPROVEMENT DISTRICT**

**FINANCING CRITERIA**

1. **Maximum Authorized Improvements to be funded by PID bonds (“PID Bonds”) to be issued are estimated to be:** \$95,000,000
2. **Maximum total equivalent tax rate including PID annual installment:** \$3.00/\$100
3. **Maximum years of capitalized interest:** 2
4. **Maturity of bonds (to extent allowed by law):** 30 years
5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

**MISCELLANEOUS**

1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
  2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan (“SAP”) for the PID.**
  3. **The PID may seek bond issues as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.**
-

4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
  5. All of the City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
  6. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
  7. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
  8. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
  9. The underwriter for the PID Bonds will be selected by the City and the Developer.
  10. No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
  11. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.
  12. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.
  13. It is understood by the Developer that the submittal of this document does not indicate that the City has agreed to the terms outlined herein.
-

**EXHIBIT J**

**MEMORANDUM OF AGREEMENT**

THE STATE OF TEXAS     §  
  §  
BASTROP COUNTY         §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Annexation and Development Agreement dated effective as of July 13, 2021 (the "Agreement"), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the "City") and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (herein referenced as "Horton"). Horton is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit "A"** ("Property"). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

**NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.**

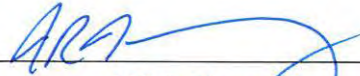
The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

**CITY:**  
CITY OF BASTROP,  
a Texas home rule city  
By: *Paul A. Hofmann* Printed Name: \_\_\_\_\_  
Title: *City Manager* *Paul A. Hofmann*  
Date: *9/10/21*

**OWNER:**

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

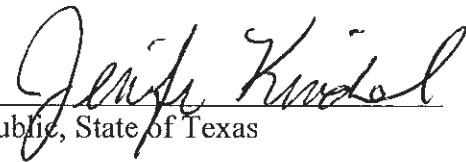
By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
Its General Partner

By:   
Name: Adib R Khoury  
Title: Asst Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

**THIS MEMORANDUM OF AGREEMENT** was acknowledged before me on this 22 day of JULY, 2021, by ADIB R. KHOURY, ASSISTANT SECRETARY on behalf of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of entities.



(SEAL)   
Notary Public, State of Texas