

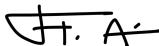
**BASTROP ECONOMIC DEVELOPMENT CORPORATION  
APPLICATION FOR VARIANCE**

**Bastrop Economic Development Corporation's  
Sixth Amended Protective Covenants  
Bastrop Business and Industrial Park**

*Attach additional pages as needed to provide information  
or otherwise respond to the requested information herein.*


(Please type or Print)

**Property Owner Information:**

Name: ACUTRONIC REAL ESTATE INC.  
Contact Person: FLORIAN AIGRAIN  
Address: 3401 ED BLUESTEIN BLVD.  
City: AUSTIN State: TX ZIP: 78721  
Telephone No: 737-237-4598  
E-Mail: FAIGRAIN@ACUTRONIC.COM  
Owner Signature:  Date: 05/15/2024

I am the owner of the herein described property and KIM POWER  
is authorized to file this application.

**Applicant Information:**

Name: ACUTRONIC REAL ESTATE INC.  
Contact Person: KIM POWER  
Address: 2120 E. 7th STREET  
City: AUSTIN State: TX ZIP: 78702  
Telephone No: 512-472-4980 ext. 239  
E-Mail: POWER@DCARCH.COM  
Applicant Signature:  Date: 05/15/2024

**Section T of the Bastrop Economic Development Corporation's Sixth Amended Protective Covenants, Bastrop Business and Industrial Park, provides for variances from its terms in certain situations, as follows:**

Upon either the request of a Landowner or the Board of Directors, the BEDC may grant variances to the strict application of these restrictions and covenants when it is found that such variances will not affect the overall intent of these restrictions and covenants and a variance will not cause injury or negative impact on adjacent landowners, lessees, or tenants, or the overall quality of the Industrial Park. Applications for variances must be filed with BEDC, and must detail what hardship(s) will result to applicant from the strict application of these restrictions and covenants, which hardship(s) shall not be solely 'economic' and shall not be self-inflicted by the applicant. The BEDC Board shall hold a public hearing on any requested variance, in accordance with the City of Bastrop notice and public hearing process and requirements. The decision of the BEDC on all variance requests shall be final, with no right of appeal to another body or entity.

**Applicants for variances shall provide the following information:**

1. The specific relief requested. This statement shall include citation to the specific section of the restrictions and covenants from which the variance is requested, and the extent of the variance request:

VARIANCE 1: Allow construction of improvements using steel, glass, metal siding, and masonry.

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*Section C.2(a) Building Design and Materials - limits structures in "Area A" to Masonry only.*

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VARIANCE 2: Remove commencement and completion date requirements set forth. *Section D.*

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VARIANCE 3: Allow multiple principal / primary buildings on the subject lot.

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*Section E.4 and Section E.7 restrict the number of principal and/or primary buildings per lot to one (1)*

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VARIANCE 4: Remove side yard setback between primary/principal buildings.

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*Section E.3 requires side yard setbacks on principal buildings. Intent should be only with respect to property line boundaries.*

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VARIANCE 5: Allow driveway placement shown on Land Use Plan. *Section I prohibits driveways within 50' of intersections.*

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VARIANCE 6: Allow the erection and placement within easement areas of non-permanent improvements for employee break and recreational use, including, without limitation, picnic tables and outdoor furniture, sand volleyball courts, walking trails and landscape elements. *Section N requires BEDC approval for the above.*

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VARIANCE 7: Allow the use and storage on the property of liquids and materials as enumerated in the list provided by Acutronic. *Section Q.7 requires BEDC approval for the above.*

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2. The purpose for the variance; including a description of the existing and/or proposed improvements for which the variance is necessary:

VARIANCE 1: Exterior building materials are intended to be Masonry, Glass, Steel and Metal siding, in keeping with Acutronic's existing facilities and with the existing buildings in the immediately surrounding area.

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VARIANCE 2: Acutronic has not yet determined construction schedule. Additionally, this provision is in conflict with the Performance Agreement between Acutronic and BEDC.

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VARIANCE 3: In the future, Acutronic may expand its facilities beyond the initial 20,000 sq ft building commitment in the Purchase Agreement. Expansion may include separate structures which contain primary functions. Therefore, it is possible that more than one building would meet the definition of principal/primary building.

VARIANCE 4: Multiple buildings on the property should not be subject to a setback between each other. Acutronic may require the ability to place buildings closer than setback distances. The CCRs wording indicates buildings have setbacks, however the intent is understood to be that property lines have setbacks.

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VARIANCE 5: The proposed driveway location is at the most logical place for the safe and functional use of the property.

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VARIANCE 6: Acutronic intends to provide outdoor break and recreation areas for the benefit of its employees. CCRs require approval of this in advance. As such, Acutronic is hereby requesting approval.

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VARIANCE 7: In its ordinary course of business, Acutronic utilizes and stores hazardous and/or flammable liquids and materials, including petrochemical compounds. As such, approval in advance for the use and storage of these compounds is required in order for Acutronic to purchase, develop, and operate on the property.

**3. Detail what hardship( s) will result to the Applicant from the strict application of these restrictions and covenants, the hardship(s) of which hardship shall not be solely “economic” and shall not be self-inflicted by the Applicant:**

VARIANCE 1: Strict application of these restrictions and covenants would be unfairly restrictive of Acutronic's ability to design and construct buildings in a way that is functionally and aesthetically in keeping with the surrounding properties, and with its necessary operations. A masonry-only requirement is unduly restrictive.

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VARIANCE 2: Construction timing restrictions in the CCRs are in conflict with Performance Agreement.

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VARIANCE 3: Acutronic would not be able to utilize the site to the fullest potential if only one building containing primary business functions is allowed. BEDC has communicated that this restriction is intended to ensure property owners construct their initial commitment in a single building, which intent will be satisfied by Phase 1 of Acutronic's Land Use Plan.

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VARIANCE 4: The wording is unintentionally restrictive - it should be amended to state that setbacks apply to property lines, not to buildings. Rather than amending the CCRs, a variance specifying this is acceptable.

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VARIANCE 5: The limited constructed extents of Jackson Street, the placement of Financial Way, and the limitations imposed on the buildable area of the site by easements, require that the driveway location be within 50' of a street intersection. The proposed driveway location is the necessary placement in consideration of the easement locations and the available street frontage.

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VARIANCE 6: Without this approval, Acutronic shall have accepted responsibility, at BEDC's request, for the ownership and maintenance of approximately 3.84 acres of land that are unusable. Additionally, Acutronic may not be able to provide a designated outdoor area for the benefit of employee well-being.

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VARIANCE 7: Without this approval, Acutronic will not be able to conduct business on this property.

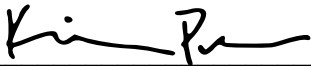
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**By my signature below, I hereby affirm that this request for variance(s) is true, correct, and made in good faith; and certify that I am the Applicant or am authorized to file for said variance(s) on behalf of the Applicant.**

Completed and signed on this the 15th day of MAY, 2024.

**APPLICANT:**

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Signature: 

By: KIM POWER

Its: OWNERS REPRESENTATIVE

Date: 05/15/2024