

Exhibit A
Property

LEGAL DESCRIPTION – 19.81 ACRE TRACT

BEING 19.81 ACRES OF LAND, MORE OR LESS, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, OUT OF THE REMAINDER OF A CALLED 30.00 ACRE TRACT CONVEYED TO ERHARD LEGACY PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 201502919, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.B.C.TX.); SAID 19.81 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CONCRETE MONUMENT (GRID NORTHING: 10,018,464.87 U.S. SURVEY FEET, GRID EASTING: 3,240,280.48 U.S. SURVEY FEET) ON THE SOUTH LINE OF A TRACT OF LAND OWNED BY LLYOD F. KETHA, DESCRIBED AS A 322.78 ACRE TRACT IN BASTROP COUNTY APPRAISAL DISTRICT RECORDS (NO RECORDING INFORMATION), FOR THE COMMON NORTH CORNER OF THIS TRACT AND LOT 8, THE SETTLEMENT ON THE COLORADO, A SUBDIVISION OF RECORD IN PLAT BOOK 2, PAGE 259-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.TX.);

THENCE SOUTH 03 DEGREES 53 MINUTES 00 SECONDS EAST, WITH THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION, AT A DISTANCE OF 1492.10 FEET PASSING A 3/8-INCH IRON ROD AND CONTINUING FOR A TOTAL DISTANCE OF 1494.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 (VARIABLE WIDTH RIGHT-OF-WAY), BEING ON A CURVE TO THE LEFT, FOR THE COMMON SOUTH CORNER OF THIS TRACT AND SAID SETTLEMENT ON THE COLORADO SUBDIVISION;

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS 5358.71 FEET, AN ARC LENGTH OF 415.34 FEET, A CENTRAL ANGLE OF 04 DEGREES 26 MINUTES 27 SECONDS, AND A CHORD THAT BEARS NORTH 89 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 415.24 FEET TO A TXDOT TYPE 1 MONUMENT FOUND (DAMAGED) WITH BASE INTACT, AND

2) SOUTH 87 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 190.23 FEET TO A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "CHAPARRAL BOUNDARY" FOUND AT A FENCE POST FOR THE SOUTHWEST CORNER OF THIS TRACT, SAME BEING THE INTERSECTION OF SAID STATE HIGHWAY 71 AND EDWARD BURLESON ROAD, ALSO BEING THE SOUTH EAST CORNER OF BURLESON CROSSING, A SUBDIVISION OF RECORD IN BASTROP COUNTY IN PLAT BOOK 5, PAGE 14A, P.R.B.C.TX.;

THENCE WITH THE WEST LINE OF THIS TRACT, THE EAST LINE OF SAID BURLESON CROSSING SUBDIVISION, AND SAID EDWARD BURLESON ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 02 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 1385.43 FEET TO A 5/8- INCH IRON ROD WITH CAP STAMPED "UA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.23 FEET. A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 31 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.33 FEET TO A 5/8- INCH IRON ROD WITH CAP STAMPED "UA SURVEY" SET, AND

3) NORTH 02 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 611.91 FEET TO A 5/8- INCH IRON ROD WITH CAP STAMPED "UA SURVEY" SET ON THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, FOR THE COMMON NORTH CORNER OF THIS TRACT AND SAID BURLESON CROSSING.

THENCE NORTH 117 DEGREES 57 MINUTES 26 SECONDS WEST, WITH THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.81 ACRES OF LAND, MORE OR LESS.

Matt Overall



Matt Overall
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Exhibit C
Development Standards

EXHIBIT "C"

DEVELOPMENT STANDARDS BURLESON CROSSING EAST BASTROP, TEXAS

GENERAL DEVELOPMENT STANDARDS

A. Building Exteriors

The exterior walls of the buildings within the Project shall be constructed of at least ninety percent (90%) Masonry (as defined below) or glass (exclusive of storefronts and other openings). Furthermore, the exterior walls of the in-line shop space buildings shall be generally comparable to the architectural renderings shown in *Exhibit "C-2"*.

1. For purposes of this Exhibit "C", "Masonry" shall be defined to include the following:
 - a. Natural stone
 - b. Manufactured masonry or simulated stone
 - c. Brick
 - d. Concrete masonry units (CMUs)
 - e. Stucco/plaster (Synthetic Stucco may be used in detail applications only), and/or
 - f. Concrete which shall be sandblasted, sealed/stained or textured/painted.
2. If natural stone is utilized, it shall come from sources within the regional proximity of Bastrop (with a concerted effort to incorporate stone such as that used in the City wall feature located at the corner of State Highway 71 and Highway 150), and may be used in varying sizes and shapes throughout the Project.
3. Brick will be chosen in natural colors to be compatible or complimentary with the natural stone.
4. Stucco/plaster/synthetic stucco in general will be integrally colored in hues and tones pulled from and compatible with the natural colors found in the stone. However, other colors may be introduced in specific small areas when necessary to accomplish the design theme for the Project.
5. Concrete and/or CMUs may be used in any of several finishes ranging from exposed to textured and painted in an effort to resemble a stucco finish. Colors for the textured/painted surfaces shall follow the requirements in #4 above.

B. Accents

In addition to the Masonry above, buildings may have simulated wood accents, Hardy Plank or other similar products to further the theme of the Project.

The ten (10%) percent portion of exterior walls which are not Masonry or glass provided for in Section A above may incorporate a variety of other materials as architectural elements that could include, but not be limited to, non-reflective corrugated steel panels, glass block or other materials that are compatible with the overall design and use for the specific area in which they

are placed, as determined by reasonable mutual agreement between the City and Owner.

C. Materials Pallet

All buildings will be constructed to follow a consistent architectural theme with building materials consistent with those outlined above and previously used in the adjacent Burleson Crossing Shopping Center. Prior to the construction of any buildings, if it is intended that building material(s) other than those previously used in the construction of the adjacent Burleson Crossing Shopping Center are to be used/incorporated, a materials pallet shall be submitted to the City's Director of Planning or their designee for approval, which approval shall not be unreasonably withheld or delayed. It is hereby acknowledged and agreed that the materials pallet used for the adjacent Burleson Crossing Shopping Center are hereby approved without any further action being required.

D. Customer Entrances Areas & Storefronts

Portions of all buildings within the Project shall incorporate elements such as:

1. Canopies, porticos and/or overhangs;
2. Recesses, projections and/or arches;
3. Entrances framed by outdoor pedestrian features or enhanced landscaping;
4. Planter boxes or wing walls that incorporate landscaped areas and/or sitting areas;
5. Enhanced pedestrian surfaces on a portion of the sidewalks adjacent to buildings; and/or
6. Other features such as canopies, tallies, pergolas, or awnings on portions of the front facade and sidewalk areas. In some cases these may be no more than minor shading devices, but in other situations they may be large enough to provide shade for outdoor seating. Permitted materials for these include, but shall not be limited to, steel, wood, and canvas.

The majority of the storefronts (non-structural areas on the front, sides and rear of buildings intended to be used for the display of tenants' merchandise or services) will be framed with typical pre-finished aluminum components. The color of the finishes may vary as the facade materials vary from stone to brick, etc. in an attempt to add variety and interest at the pedestrian level. Glass will be clear and/or lightly tinted with no reflective type glazing allowed.

E. Roofing

Materials for the roof areas include Reinforced EPDM Membrane, .45 Mill or alternative appropriate material, or other similar type rubber roof system.

F. Pedestrian Connectivity

Walkways shall be designed to allow maximum pedestrian mobility within the Project. All sidewalks will be designed to allow pedestrians to freely access all buildings and areas within the Project. Sidewalks shall be typical concrete construction, provided however that fifteen (15%) percent of the sidewalk area around the building will be constructed with brick and/or stone paving, scored/stained concrete, and/or integrally colored concrete. These accent areas are intended to emphasize important intersections, building entrances and desirable pedestrian routes. All interior sidewalks shall be a minimum of four (4) feet in width. Sidewalks not located adjacent to store fronts, loading areas, or other high pedestrian traffic areas, as well as trails may be constructed with concrete, decomposed granite or other similar type material. Handicap ramps and decorative crossings will be constructed in compliance with the Americans with Disabilities Act.

Sidewalks shall be constructed along all public rights-of-way adjacent to the Project except for the future Blakey Lane, shall be a minimum of six (6) feet in width and constructed to City standards. The Warrants (as defined in the Agreement) address several items related to sidewalks and are hereby incorporated by reference.

G. Railings

Guardrails, handrails, and any other miscellaneous site related railings that may be required per Code or for aesthetic reasons may be constructed of masonry or metal with wood as accent material only.

H. Lighting

Site Lighting is divided into two components: General Lighting and Pedestrian Lighting. General Lighting refers to illumination of large portions of the parking areas, while Pedestrian Lighting refers to those areas along building fronts, plazas, outdoor dining areas, boulevards, and areas where a smaller scale light is generally appropriate. Lighting shall not flash, blink, or move in any way. Lighting shall not produce direct off-site glare. Security lighting must be designed to avoid glare and should be directed downward. Service area lighting must be screened to contain light within service areas. Pedestrian Lighting may vary in intensity and should be designed to add interest to portions of the accent landscaping and architecture features. Lighting foot-candles should be less than one (1) foot-candle along the perimeter of the Project, excluding lighting required by and the City and/or State of Texas for streets and roads.

1. Fixture types used for General Lighting must be cut-off so that the source of the illumination is shielded from view to the maximum extent possible as reasonably approved by the Planning Department. General Lighting fixtures will be mounted no higher than 35' (excluding the pole bases which shall be approximately 3' high) above the adjacent finished grade. The Parking lot lighting fixture types to be used for General Lighting as shown on *Exhibit "C-5"* shall be deemed to be in compliance with the requirements of this Exhibit "C".
2. The Pedestrian Lighting will be accomplished in the aforementioned areas with fixtures mounted no higher than 25' feet above grade. The Plaza area will have approximately 12' light poles, and may include bollard lighting.
3. Further information regarding the location and number of lighting fixtures will be provided at the site development permit phase.

I. Service and Loading Areas: Equipment

All loading and service areas, truck docks, trash and recycling collection areas shall be screened from view from adjacent public streets, in accordance with this Exhibit "C" and to the extent not covered by this Exhibit "C", in accordance with the Code. Screening shall be accomplished by walls with complimentary landscaping that is compatible with the Project design. Screen wall materials shall be either clay fired brick, stone, concrete or CMU, and shall be a color that is consistent or complimentary with the color of the primary building. Exposed conduit, ladders, utility boxes and drain spouts shall be painted and shall match the color of the building or be a

complimentary accent color. Notwithstanding the foregoing, natural metal finishes are an acceptable alternative to paint. Mechanical equipment mounted on roofs shall be screened by an appropriate building element such as a parapet wall, ornamental tower, or pitched roof to the extent that such mechanical equipment is not readily visible from any street level location [exclusive of State Highway 71 (which is elevated above the Project)] within or immediately adjacent to the Project.

J. Drive-through facilities

1. Circulation shall allow for adequate length of stacking for drive-through facilities and not interfere with the movement of traffic.
2. Drive-through lanes shall be to the side or rear of the building which they serve.

K. Building Height

1. Except for entryways or tower features, the maximum height of roof line or roof line parapet wall of buildings shall not exceed sixty feet (60') above the average finished grade adjacent to all sides of the building.
2. Entryways and tower features on buildings shall not exceed seventy feet (70') above the average finished grade adjacent to all sides of the building.

L. Building Articulation/Renderings

Horizontal articulation will be achieved through the use of projecting canopies, awnings, masonry pilaster or accents, or with changes of materials and colors. Canopies may be freestanding trellis elements or extended as a fixed facade element. Vertical articulation will be achieved by creating stepped parapets, towers or vertical feature elements that extend above and back over the primary roof structure. If the in-line shop space buildings are built generally in accordance with the quality of design and materials shown on **Exhibit "C-2"**, then such buildings shall be deemed to be in compliance with the requirements of this Exhibit "C" and the Agreement and all applicable design, signage, and other guidelines set forth in the Code.

M. Side/Rear Elevations

Notwithstanding the requirements in Paragraph L above, where the side or rear facade of any building directly faces (i.e. is not partially or totally obstructed by another building, pad site or the detention pond) either Highway 71, Edward Burluson Road or Wagon-Wheel Extension, then such rear or side facade shall be designed with architectural elements generally in accordance with the quality of design and materials shown on **Exhibit "C-2"** attached hereto. All other rear or side facades for buildings within the Project shall be designed with architectural elements generally in accordance with the quality of design and materials shown on **Exhibit "C-2"** attached hereto.

N. Zero Lot Line Condition

In-line shop space buildings may have common building walls along common property lines. Where a continuous row of buildings break, the required side yard setback shall be observed. Within the side yard, pedestrian walkways, patios, plazas and the like are encouraged. Additionally, at the end of a grouping of buildings, vehicular driveways may occur.

O. Detention Pond

The detention pond shown on the Concept Plan shall be constructed generally in accordance with the preliminary drainage plan approved by the City in Application No. 22000271.

GENERAL SIGNAGE STANDARDS

The pylon and/or monument signs constructed for the Project (other than signs for pad site users, as described below) will follow the design concepts illustrated by the Project's name "Burleson Crossing" and/or "Burleson Crossing East" and this Exhibit "C". The pylon and/or monument sign designs will incorporate shapes, forms, scale and materials that would be associated with the theme of the Project and the associated building architecture. The pylon and/or monument sign structure for the Project will be constructed with all or any of the following materials: stone masonry, core tin, galvanized steel and painted metal.

Pylon and/or monument signs shall be illuminated by (i) ground-mounted fixtures, (ii) internally illumination, or (iii) internally illuminated channel letters with reverse channel, halo, plex face with diecut graphics or routed panel with push-through letters.

To the extent of a conflict between the terms of this Exhibit "C" and the City's Sign Ordinance, the terms of this Exhibit "C" shall control.

A. Pylon Signs

For the purpose of directing customers and traffic to the Project, one (1) double-sided free-standing pylon signs may be installed and maintained by Owner located along State Highway 71. The free-standing sign shall have a Masonry base, such Masonry to be consistent with the Masonry and design standards applicable to the Project pursuant to the architectural guidelines, and will be built generally in accordance with the sign elevation depicted on *Exhibit "C-1"*. Entrance signs shall incorporate materials and colors that are complementary to the overall design of the Project.

The freestanding pylon sign shall not exceed forty-eight (48) feet in height.

The total Sign Area of each side of such freestanding pylon sign shall not exceed (i) two hundred twenty-five (225) square feet for two anchor tenants, plus (ii) thirty (30) square feet each for up to six (6) co-anchor tenants, plus (iii) ninety (90) square feet for a Project identification panel. "Sign Area" is defined herein as the number of square feet contained within the smallest single polygon that will encompass the actual lettering and any logo on one face of the sign, a logo being measured using a separate polygon or circle from the polygon containing the lettering. The portions of a structure on which the sign is located shall not be counted as part of the Sign Area provided they are not contained within the polygon, as generally shown on *Exhibit "C-1"*.

B. Signs for Pad Site Users on Highway 71

In addition to the freestanding pylon signs permitted in subparagraph (A) above, one (1) double-sided pylon sign or monument sign for each pad site user whose southern property line abuts Highway 71 or Edward Burleson Road within the Property will be permitted as generally depicted on *Exhibit "C-1"*. Such signs shall not exceed thirty (30) feet in height and the Sign Area (as defined above) of each sign shall not exceed 150 square feet per side.

Notwithstanding the above, in the event (i) a pad site provides for multiple users, or (ii) two pad site users elect to combine their signage, such users may, at their sole option, be allowed to share one (1) dual beaded or dual paneled pylon sign which shall not exceed thirty (30) feet in height and the Sign Area (as defined above) of such combined sign shall not exceed 250 square feet per side.

C. Building Signage

All tenants/users at the Project within a multiple-tenant building shall be allowed to install signage on each exposed building façade that adjoins such tenant/user at a ratio not to exceed 1.5 square feet of sign area per linear foot of such building façade, as illustrated by the examples on *Exhibit "C-1-1"* attached hereto.

All tenants/users at the Project within a single-tenant building (including pad sites) shall be allowed to install signage on each exposed building façade that adjoins such tenant/user at a ratio not to exceed 2.5 square feet of sign area per linear foot of such building façade, as illustrated by the examples on *Exhibit "C-1-2"* attached hereto.

OUTDOOR SALES, STORAGE AND DISPLAYS

A. Anchor Tenants

1. Areas that are enclosed for security purposes and are generally in line with the primary facade of the Building (e.g. Anchor Tenant's outdoor home and garden sales area) shall not be considered "outdoor sales", "displays", or "open storage" for purposes of regulation under the Code or this Exhibit "C".
2. Anchor Tenant's shall also be allowed to have outdoor sales, displays and open storage within designated areas, provided that such areas are adequately enclosed (temporarily or permanently) for security purposes, but may be constructed of a material that allows visibility of the items within such areas.

B. Remainder of the Project

In addition to the items set forth in A. immediately above, non-enclosed outside sales and displays within the Project are permitted:

1. in front of a store on a sidewalk area and/or under canopies, awnings or other overhangs; and
2. away from a building, including in a parking lot, provided that such use away from a building may not occur any more often than four (4) times in a year and may not continue for more than four (4) weeks on any one of such occurrences.

Examples of the foregoing outdoor sales, storage and display areas are illustrated on *Exhibit "C-6"* attached hereto.

LANDSCAPE DESIGN STANDARDS

The landscaping and hardscape features will generally follow design concepts that further the perception of the theme of the Project and the illustrations set forth on *Exhibit "C-7"*. The Property shall have permanent landscape, irrigation, and improved open space areas that are not covered by paving or structures unless specifically designated by Owner as natural open space.

The landscaping within the Project shall be in accordance with the terms set forth in this Exhibit "C", and to the extent not covered by this Exhibit "C", in accordance with the Code with the Warrants that have been approved.

General Requirements

In addition to the basic landscape requirements established in the City's Landscape Ordinance, the Project shall provide the following landscape amenities, subject to the Warrants that have been approved:

1. Enhanced landscape features at all major road intersections, which may include, but not be limited to, boulders and stone fences.
2. Landscaped end islands and medians in and along drives and in the parking areas shall be designed generally in accordance with the depictions set forth in *Exhibit "C-7"* of the Agreement.
3. 50% of the trees in the tree zone along the frontage of State Highway 71 (as shown on *Exhibit "C-7"* of the Agreement) shall be shade trees.
4. Enhancements shall be made to the "Plaza" area located in the original Burleson Crossing Shopping Center (as depicted on *Exhibit "B-1"* of the Agreement) which shall include additional seating, canopy, decorative kid benches, wayfinding signage and other features agreeable to the City and BRP.

Trees shall be planted to avoid interference with streetlights, signage and other fixtures.

Trees shall be kept out of street intersection sight triangles at a minimum of thirty-five (35) feet by thirty-five (35) feet as measured from the face of curb.

Trees shall be planted no less than five (5) linear feet (whether horizontal or on an angle) from underground utilities and fifteen (15) feet from overhead lines.

Trees shall be planted no less than five (5) linear feet (whether horizontal or on an angle) from fire hydrants.

Any landscaping or other improvements, including irrigation, proposed to be located within public rights-of-way shall require separate approval of a license agreement(s) by the City.

Plant Material Palette

Plants and other plant materials used in the Project shall be chosen for hardiness to the Project's climate, and will foster the Central Texas plant style as opposed to the "anywhere USA" look. At least 80% of

plant material used in the Project will consist of native or adaptive plant material.

Caliper size, height, measurement, and other plant specifications shall be in accordance with **Exhibit "C-7"** of the Agreement.

Irrigation Standards

All landscaped areas shall be supported by an automatic irrigation system, which may be a spray, soaker, or drip type system. A pressure-type vacuum breaker shall be required with the installation of all sprinkler systems. In addition, the irrigation system must include a rain sensor and a freeze sensor. All irrigation systems and landscaped areas shall be designed, constructed, and maintained so as to promote water conservation and minimize water overflow or seepage into the street, sidewalk, or parking areas.

1. Owner shall be responsible for the irrigation of all required landscape areas and plant materials, with exception of (i) natural areas and (ii) xeriscape plantings after the first two (2) years, utilizing one or a combination of the following methods:
 - a. An automatic underground irrigation system (conventional spray, bubbler, etc.), equipped with a rain sensor that automatically turns off the system when it has rained sufficiently.
 - b. An automatic water-saving irrigation system (drip, porous pipe, leaky pipes etc.) equipped with a rain sensor that automatically turns off the system when it has rained sufficiently.
 - c. A hose attachment within one hundred (100) feet of all required landscape areas and plant materials.
2. The irrigation method used shall be in place and operational at the time of the landscape inspection for certificate of occupancy and shall be maintained and kept operational at all times to provide for efficient water distribution.
3. Landscape areas utilizing xeriscape plants and installation techniques, including areas planted with native grasses and wildflowers, may use a temporary and above ground system and shall be required to provide irrigation for the first two (2) years only.
4. Trees shall be irrigated by a bubbler head to ensure sufficient water concentration.

Open Space

All parcels: (i) for which a building permit and a Certificate of Occupancy have been issued, and (ii) which do not contain buildings, structures, parking lots, sidewalks, site furniture or other improvements (including, but not limited to, front, side and rear building set back areas, and all areas between the curb line and the property line) must be planted and landscaped in accordance with any applicable provisions of this Exhibit "C". All such landscaped areas not planted in groundcover or shrub beds shall be planted in grasses. Overseeding in fall with cool season native grasses is allowed.

Utility easement areas shall be landscaped generally consistent with other landscaped areas, to the extent allowed by the respective utility company and in compliance with this Exhibit "C".

General Landscape Buffer and Screening Requirements

Landscape buffer and screening requirements established in the Code and in this Exhibit "C" shall apply for ground mounted equipment, dumpsters, trash receptacles, refuse storage containers, loading docks, substations, large utility cabinets, and similar structures located behind the screen wall in order to adequately screen from view of the public right-of-way and parking lot.

Service areas shall be visually screened from all public rights-of-way. Acceptable methods of screening include walled entrances, landscaping and depressed service areas.

To the extent of a conflict between the terms of this Exhibit "C" and the Code (as modified by the Warrants), the terms of this Exhibit "C" shall control.

Further details regarding landscaping and irrigation within the Project shall be provided at the site development permit phase.

The following exhibits illustrate several of the concepts, improvements and/or design features referenced in this Exhibit C:

Exhibit "C-1": Signage

Exhibit "C-1-1": Multiple Tenant Building Signage

Exhibit "C-1-2": Single Tenant Building Signage

Exhibit "C-2": Building Elevations

Exhibit "C-3": Intentionally Deleted

Exhibit "C-4": Plaza Area

Exhibit "C-5": Parking Lot Lighting

Exhibit "C-6": Outside Sales/Display Area

Exhibit "C-7": Landscaping

Exhibit C-1

Signage

These are examples of the pylon signage and building signage that is currently used in Burlleson Crossing. This will be replicated in Burlleson Crossing East.



EXHIBIT "C-1-1"
Multiple-Tenant Building

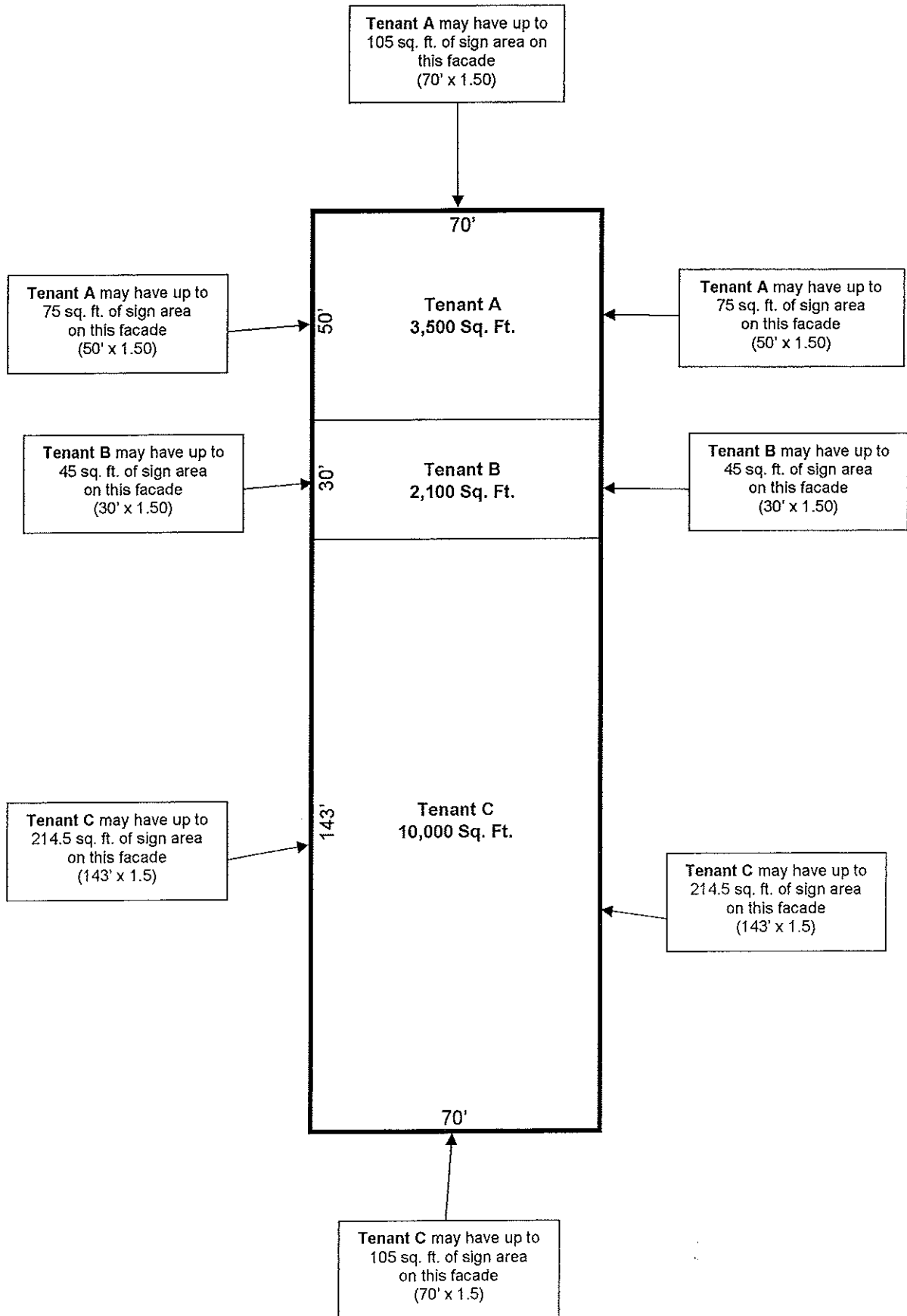


EXHIBIT "C-1-2"
Single-Tenant Buildings

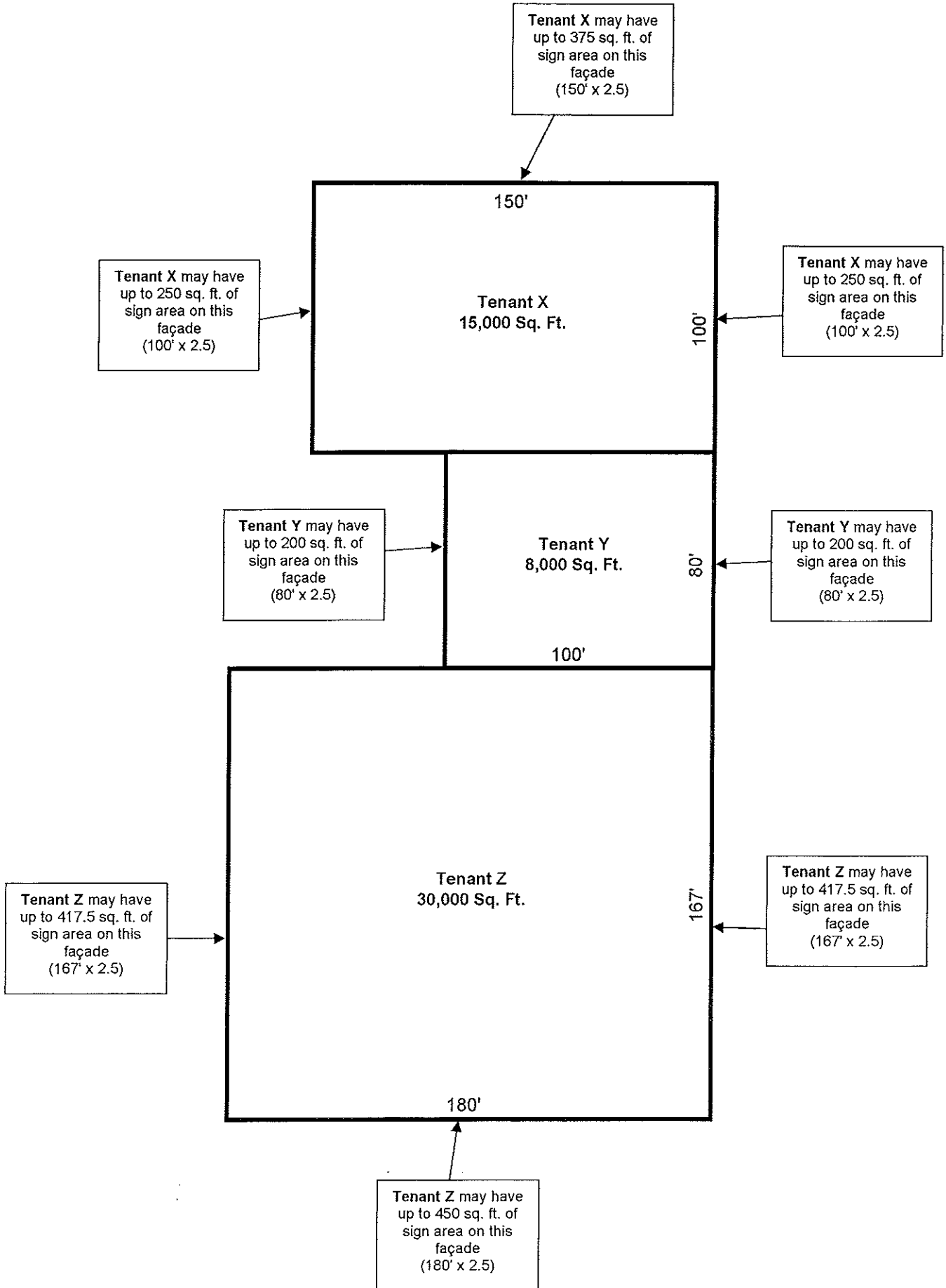


Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations Front, Side & Rear Elevations

These are examples of the Inline shop space and Anchor/Junior Anchor building elevations currently in Burleson Crossing. These same type elevations will be used in Burleson Crossing East.



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations



Exhibit C-2

Inline Shop Space and Anchor/Junior Anchor Building Elevations
Front, Side & Rear Elevations



Exhibit C-4
Plaza Area

This image/depiction/drawing is conceptual in nature and is provided for illustrative purposes only. This is a color exhibit. A color copy is on file with the Bastrop City Secretary.

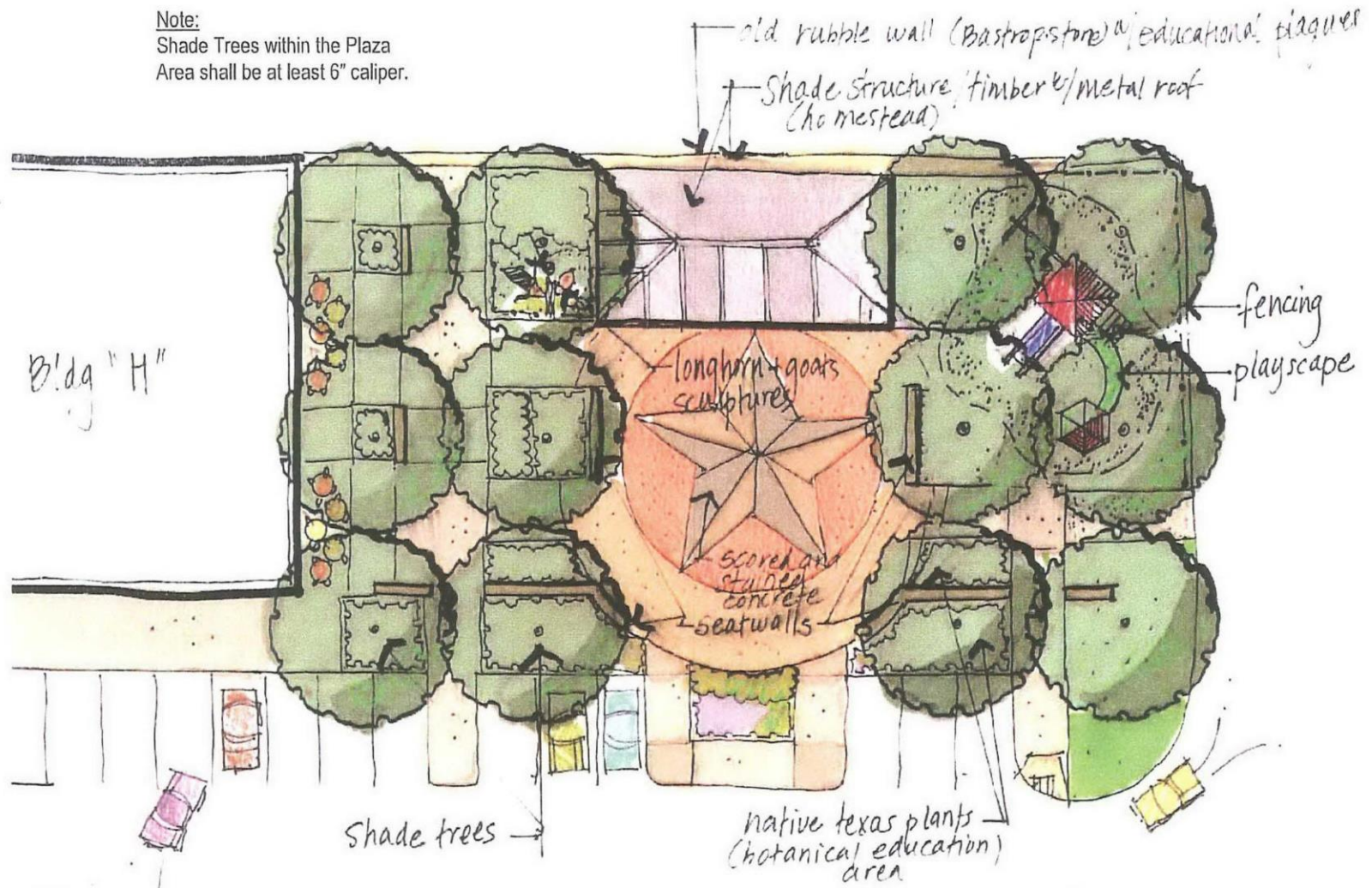


EXHIBIT "C-4"

courtyard at Burleson Crossing

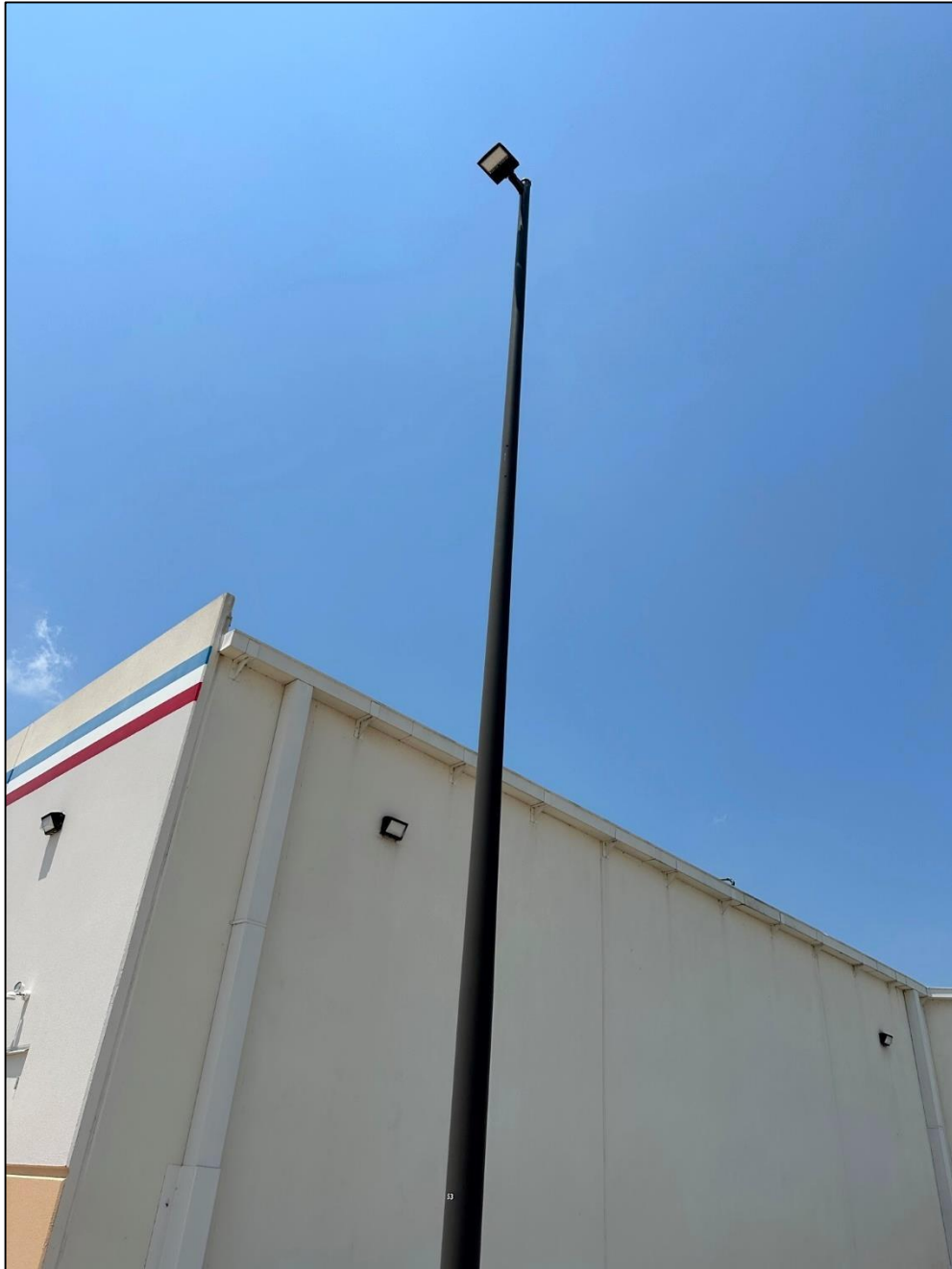
CAF
COLEMAN &
4.8.07

Enhancement shall be made to the existing 9,000 sf plaza space located in the original Burleson Crossing shopping center, which shall include additional seating, shade canopy, decorative kid benches, way finding signage and other feature agreeable to the City and Developer.

Exhibit C-5

Parking Lot Lighting

These are examples of parking lot lighting currently used in Burluson Crossing. This will be replicated in Burluson Crossing East.



MAGNUSQUARE® II - MSV

FLAT AND CONVEX



Features

Housing - Square, one-piece formed aluminum housing is completely sealed to keep contaminants and moisture out.
Door - Flat glass models feature an extruded aluminum frame with silicone gasketing and Hubbell Gard® fasteners. Convex glass models use formed doors secured with Hubbell Gard® hardware. Both door assemblies are hinged.
Optics - Both flat and convex glass models feature multifaceted segmented panels. Flat glass unit offers Type I, III, IV and V square distributions while the convex unit provides two levels of performance. The standard optic is available in Type I, III, IV and V square distributions and available with a "Super" optical system for the Type III and V distributions. Rotatable in 90° increments.
Mounting - Extruded aluminum arm for pole mounting available
Electrical - CWA type ballast, 60 Hz HPF, starting rated at -20°F (-40°F HPS). Lamp included. Mogul porcelain socket, pulse rated with spring-loaded nickel-plated center contact and reinforced lamp grip screw shell.
Finish - Durable Lektrocote® TGIC thermoset polyester powder paint finish assures long life and maintenance-free service.



UL and CSA listed for wet locations.

Ordering Information

Example: MSV - A - 1000H - FP - 5 - 2 - R4

SQUARE LUMINAIRES

- Series MSV Magnusquare
- Mounting A Arm Mount (arm not included, order separately)⁵
- Wattage/Source¹
 - Metal Halide
 - 400H 400W (ED-37)
 - 1000H 1000W (BT-37)
 - Pulse Start Metal Halide
 - 400P 400W (ED-37)
 - 750P 750W (BT-37)
 - 1000P 1000W (BT-37)
 - High Pressure Sodium
 - 400S 400W (ED-18)

- Optical System
 - Flat Glass
 - FI Vert. I - segmented
 - FP Vert. III² - segmented
 - FT Vert. IV - segmented
 - FW Vert. V (square)² - segmented

- Options
 - A4 Four inch rigid arm (shipped in fixture carton)⁵
 - A1 Ten inch rigid arm (shipped in fixture carton)⁵
 - R4 Nominal 4" round pole adapter (shipped in fixture carton)
 - R5 Nominal 5" round pole adapter (shipped in fixture carton)
 - F(X) Fusing (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347)
 - PCR(X) Photo Cell Receptacle (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347)

- Voltage
 - 8 Quad Tap® (120, 208, 240, 277V)³
 - 5 480V
 - 6 Tri-Tap® (120, 277, 347V)^{3, 7}
 - E 220/240V 50 Hz⁶
 - 0 No Ballast⁴

- Color
 - 1 Dark Bronze
 - 2 Black
 - 4 White
 - 3 Gray
 - P Platinum Silver
 - R Red (Premium Color)
 - 7 Forest Green (Premium Color)

- 1 Lamp Included
- 2 High Performance Optics
- 3 Factory wired for highest voltage unless specified.
- 4 Lamp not included
- 5 Use #6 drill pattern when ordering poles and brackets.
- 6 400S, 400H, and 1000H only.
- 7 Discrete 347V ballast used with 1000W Pulse Start wattage/source.

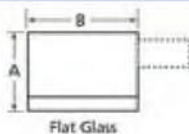
Note For Photocontrol Equipment, see page 609

Accessories - Order Separately

Catalog Number	Description
MSV-4-X	Four inch rigid arm (0.20 ft ² EPA)
MSV-10-X	Ten inch rigid arm (required for 90° configurations). (0.50 ft ² EPA)
RSD-04-X	Nominal 4" OD pole adapter for MSV arms
RSD-05-X	Nominal 5" OD pole adapter for MSV arms
MSV-FGGS-2	Extreme glare shield for flat glass units only (mounts to housing). Restricts lighting to any one side of fixture. Black finish is standard.
MSV-GS	Glare shield for sag glass units only (mounts to door). Restricts lighting to any one side of fixture. Black finish is standard.
MSV-CSX	Full skirt (2-piece) for convex lens unit.
MAL-WP-X	Wall plate for flat surfaces with #6 drill pattern

Note: MAL series arms can also be used.
 Note: Replace X with color designation.

Dimensions



	A	B	C	EPA	Weight
MSV - Flat	14 7/8"	21" sq	-	2.8 ft ²	68 lbs.
	378 mm	533 mm		0.3 m ²	30.6 kg

Note EPA and weight values do not include mounting arm.
 Note See page 699 for more detailed EPA information.

RTA ROUND TAPERED ALUMINUM

Features

- Round Tapered Aluminum Shafts
- One-piece extruded construction
- Side or tenon mounting available (Group 2)
- Ground lug standard
- Galvanized anchor bolts and template included
(Group 1 = 3-bolt design with single nut, non-leveling,
Group 2 = 4-bolt design with double nuts, leveling)
- Nut covers standard
- Gasketed hand hole cover standard
Group 1 (2" x 4")
Group 2 (20' = 3" x 5", all others = 4" x 6")
- Lektrocote finish or natural aluminum available

Catalog Number	Pole Height		Shaft Base Dim.	Wind Load Rating ¹					Shaft Size	Wall Thick.	Bolt Circle	Bolt Sq.	Anchor Bolt Size	Bolt Proj.	Pole Wt (lbs)
	ft	m		80 MPH	90 MPH	100 MPH	110 MPH	120 MPH							
Group 1															
RTA-08-40-A-OT-XX ¹	8	2.44	4	5.8	-	3.5	-	-	4 x 3"	.125	Consult Template for Information			17	
RTA-10-40-A-OT-XX ¹	10	3.05	4	4.1	-	2.4	-	-	4 x 3"	.125	Consult Template for Information			21	
RTA-12-40-A-OT-XX ¹	12	3.66	4	3	-	1.6	-	-	4 x 3"	.125	Consult Template for Information			24	
RTA-14-40-A-OT-XX ¹	14	4.27	4	2	-	1	-	-	4 x 3"	.125	Consult Template for Information			28	
RTA-16-50-A-OT-XX ¹	16	4.88	5	4.1	-	2.5	-	-	5 x 3"	.125	Consult Template for Information			31	
RTA-18-50-A-OT-XX ¹	18	5.49	5	3.4	-	2	-	-	5 x 3"	.125	Consult Template for Information			42	
RTA-20-50-A-OT-XX ¹	20	6.10	5	2.5	-	1.5	-	-	5 x 3"	.125	Consult Template for Information			47	
Group 2															
RTA-20-60-B-XX-XX ²	20	6.10	6	7.9	6.3	5.1	4	3.2	6 x 4"	.188	9 - 10"	6.36 - 7.07"	1 x 36 x 4"	4.25"	90
RTA-25-70-B-XX-XX ²	25	7.62	7	8.6	6.7	5.3	4.1	3.1	7 x 4"	.188	10 - 11"	7.07 - 7.78"	1 x 36 x 4"	4.25"	120
RTA-30-80-B-XX-XX ²	30	9.14	8	9.3	7.2	5.6	4	2.8	8 x 4.5"	.188	11 - 12"	7.78 - 8.48"	1 x 36 x 4"	4.25"	150
RTA-35-80-C-XX-XX ²	35	10.67	8	7.6	5.9	4.5	2.9	1.8	8 x 4.5"	.220	11 - 12"	7.78 - 8.48"	1 x 36 x 4"	4.25"	205
RTA-40-80-C-XX-XX	40	12.5	8	8.6	6.3	4.6	3.4	-	8 X 4.5"	.250	11 - 12"	7.78 - 8.48"	1 x 36 x 4"	4.25"	260

1 Allowable gust factor 1.3. To determine maximum pole loading weight, multiply allowable EPA by 30 lbs.
Example: RTA-10-40-A pole in 80 MPH zone = 123 lbs. (4.1 x 30).

Note Factory supplied template must be used when setting anchor bolts. Hubbell Lighting will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

Ordering Information Example: R - T - A - 20 - 50 - A - OT - NA

Complete part number requires shaft above plus mounting type, finish, and appropriate options below.

Luminaire Mounting Type

- AX Side - Single¹
- BX Side - Double at 90°^{1,2}
- CX Side - Double at 180°¹
- DX Side - Triple at 90°^{1,2}
- EX Side - Triple at 120°
- FX Side - Quad at 90°^{1,2}
- TA Tenon (2 3/8" OD)
- OT No drilling (includes pole cap)

Finish

- DB** Dark Bronze
- BL Black
- WH White
- GR Gray
- PS Platinum Silver
- RD Red (Premium Color)
- FG Forest Green (Premium Color)
- CC Custom Color (Consult Factory)
- NA Natural Aluminum (aluminum poles only)

Options

- Q18 15 Amp GFCI Receptacle and Cover³
- Q22 Extra Handhole³
- Q26 1/2" Coupling³
- Q27 3/4" Coupling³
- Q30 2" Coupling³
- Q40 Vibration Damper
- LAB Less Anchor Bolts

- 1 DRILL PATTERNS: Replace X with the following: 2 = Luminaire with a tapered pole (2-bolt) plus Cimarron CR1 and Raven Series luminaires, 4 = DS and MSS luminaires, 6 = MSV, RCS, RCL & DM luminaires.
- 2 Mounting types B, D, F not available with MSV, Magnumform RCS/RCL, DM, DS and MSS Series luminaires.
- 3 Specify option location using logic found in pole introduction pages.

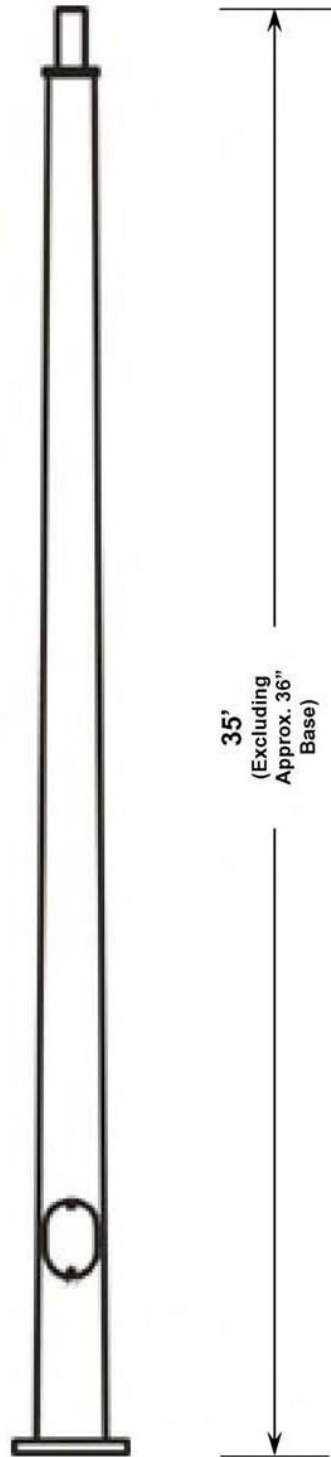
**SPAULDING
LIGHTING**

715

POLES

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Pole Diagram



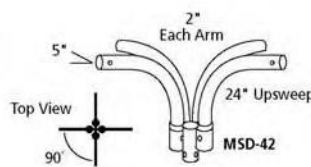
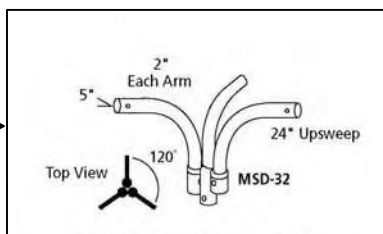
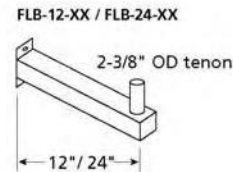
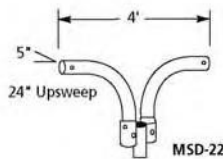
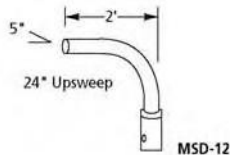
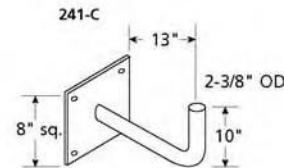
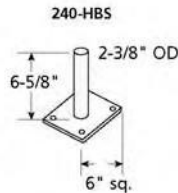
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MOUNTING ACCESSORIES

Tenon Brackets

Catalog Number	Description	EPA ft ² (m ²)	Weight lbs. (kg)
240-HBS-XX	Flat surface bracket - straight		8
241-C-XX	Flat surface bracket - 90°		16
FLB-12-XX	12" floodlight bracket for pole mounting	.5	6
FLB-24-XX	24" floodlight bracket for pole mounting	1.0	10
MSD-12-XX	Single mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	.4	19
MSD-22-XX	Twin mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	.9	41
MSD-32-XX	Triple mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	1.4	60
MSD-42-XX	Quad mounting arrangement, 2 ft. arm, fits 2 3/8" OD slipfitter	1.4	78
SSS-T4-DB	Tenon top adapter for 4" square open top poles, bronze finish	—	17.5 (8)
SSS-T5-DB	Tenon top adapter for 5" square open top poles, bronze finish	—	14.5 (6.6)
SSS-T6-DB	Tenon top adapter for 6" square open top poles, bronze finish	—	16.5 (7.4)
TPR-2-XX ¹	2 1/2" to 2" pipe size tenon reducer	—	6 (2.7)
TPR-3-XX ²	3" to 2" pipe size tenon reducer	—	8 (3.6)
TPR-4-XX ³	4" to 2" pipe size tenon reducer	—	9 (4.1)
TA-4	2 3/8" OD Tenon top adapter for 4" square pole		
TA-5	2 3/8" OD Tenon top adapter for 5" square pole		
TA-6	2 3/8" OD Tenon top adapter for 6" square pole		
285-B-3-XX	3 1/2" to 2 3/8" Reducer		
285-B-4-XX	4 1/2" to 2 3/8" Reducer		

- 1 ID = 3.062"
- 2 ID = 3.5"
- 3 ID = 4.625"



Replace XX with Color Designation

- DB Dark Bronze
- BL Black
- WH White
- GR Gray
- PS Platinum Silver
- RD Red (Premium Color)
- FG Forest Green (Premium Color)
- CC Custom Color (Consult Factory)

Replace X with Color Designation

- 1 Dark Bronze
- 2 Black
- 4 White
- 3 Gray
- P Platinum Silver
- R Red (Premium Color)
- 7 Forest Green (Premium Color)

SPAULDING
LIGHTING

703

MOUNTING ACCESSORIES

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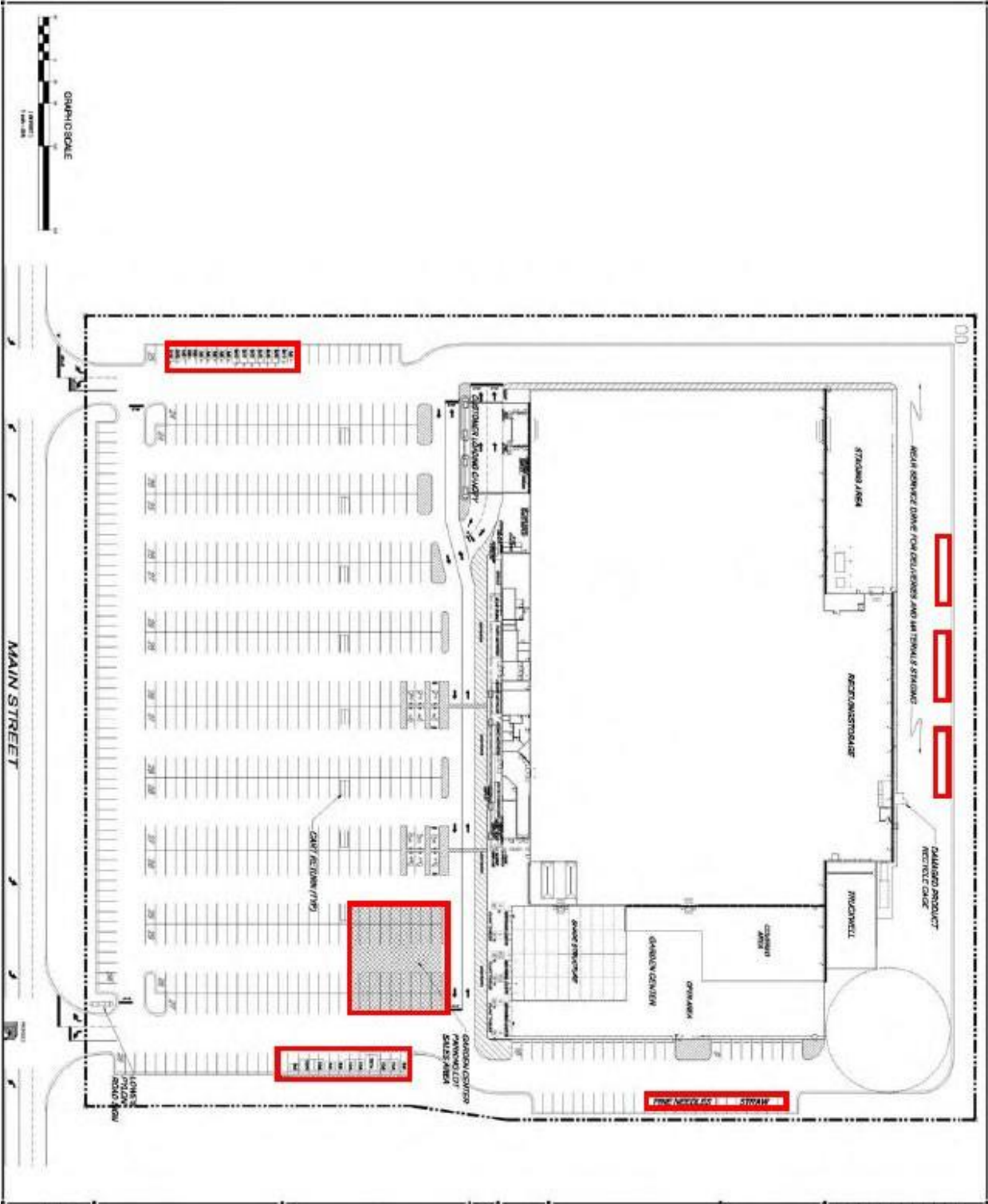
Exhibit C-6

Anchor/Junior Anchor/Inline Outside Sales & Display Areas

These are examples of tenant's use of outdoor sales and display areas in the common areas of Burleson Crossing. These same types of uses/displays will be conducted in Burleson Crossing East.



Exhibit "C-6"
OUTSIDE SALES/DISPLAY AREA
(Anchor Tenant)

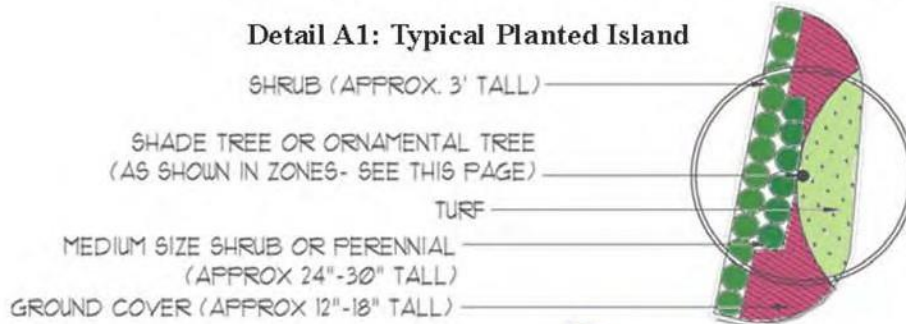


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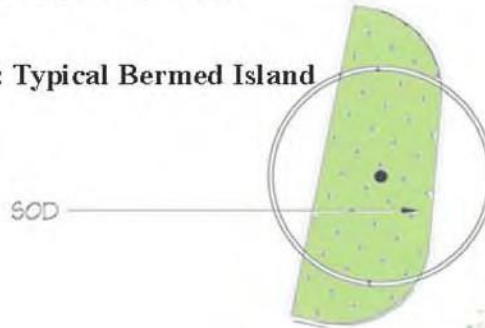
EXHIBIT "C-7"

Detail A: Typical Islands Throughout Parking Areas

Detail A1: Typical Planted Island



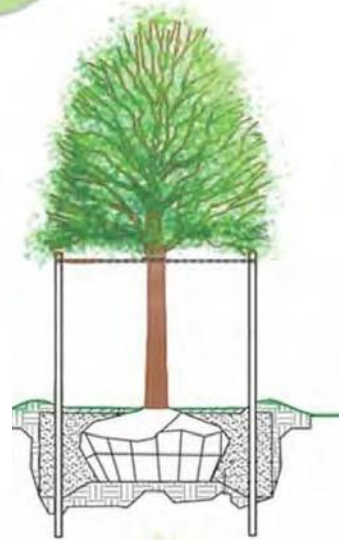
Detail A2: Typical Bermed Island



Detail B: Shade Trees

Site to utilize at least three of the following species:

- Live Oak - 3" caliper / 10' tall
- Cedar Elm - 3" caliper / 10' tall
- Red Oak - 3" caliper / 10' tall
- Burr Oak - 3" caliper / 10' tall
- Chinquapin Oak - 3" caliper / 10' tall



Detail C: Ornamental Trees

Site to utilize at least three of the following species:

- Texas Redbud - 1 1/2" caliper/6' tall
- Crape Myrtle - 1 1/2" caliper/6' tall
- Vitex - 1 1/2" caliper/6' tall
- Yaupon - 1 1/2" caliper/6' tall
- Mountain Laurel - 1 1/2" caliper/6' tall



Exhibit C-7

Landscaping

These are examples of landscaping currently used in all common areas of Burleson Crossing. These same examples of landscaping will be used in the common areas of Burleson Crossing East.



Exhibit C-7

Landscaping

These are examples of landscaping currently used in all common areas of Burleson Crossing. These same examples of landscaping will be used in the common areas of Burleson Crossing East.



Exhibit C-7

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Exhibit C-7

Landscaping

These are examples of landscaping currently used in all common areas of Burleson Crossing. These same examples of landscaping will be used in the common areas of Burleson Crossing East.



EXHIBIT “D”

WARRANTS

(A) Trees and screening are not required to be shown on the Preliminary Plat or Final Plat. Tree and screening for the Project will be determined and addressed at the site development plan stage of the Project, but shall be in general conformance with the previously approved Warrants referenced in the Columns titled “6.3.006(b), 7.3.003, 7.4.002(a), and 3.2.013(a)(1)”.

(B) Enhancements to Civic Space as referenced in the previously approved warrants referenced column titled “article 7.5” shall be determined at the site development plan stage of the Project.

(C) If required at the site development plan stage of the Project, Owner will provide a pedestrian/sidewalk plan for the Project in general conformance with the previously approved Warrant referenced in the Column titled “5.2.002(b), “5.2.002(d)”, “7.3.003” 7.4.002(a), 7.4.002(b), 2.3.003, and 3.2.008(c)”.

(D) Public utility easements located adjacent to public ROW, will be dedicated on the plat for those lots located adjacent to public right of way. Any additional PUE’s required during the site development plan stage will be conveyed via separate instrument easements.

The following warrants from the 83 Code are hereby granted:

83 Code Section		Description	Proposed Alternative
5.2.002(b)		Max block perimeter length of 1,320 h	Maximum block perimeter shall not exceed 3800' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown on Exhibit C). Street trees and sidewalks are not required on internal circulation driveways.
5.2.002(d)		20' wide midblock pedestrian walkway for blocks that <i>exceed</i> (b) and (c)	Provide alternate pedestrian connectivity throughout site with 6-foot designated sidewalks/crosswalks from building to building and from buildings to public ROWS. Alternate pedestrian connectivity is not required to align with proposed public or private drives and can be obtained through 6-foot designated sidewalks/crosswalks within medians between parking rows.
6.3.003(a)(3)		Building facade to be located within 30' of street corner and parking prohibited in Front Layer	Building location on the lot shall be in compliance with the International Building Code.
6.3.005(b)(c)		Alleys are preferred means of access	Screening shall be provided for property development items such as garbage containers/dumpsters with a minimum six-foot masonry wall on three sides with a gate on one side. Screening shall be provided for transformers, free standing electrical meters, and telephone equipment with landscaping and/or moveable fencing.
6.3.005(d)	(1)	Vehicular access to be taken from alleys, if alleys are provided	Not Required
	(3)	For Corner Lots, driveways must be located in the Secondary Frontage	Not Required

	(4)	Driveways shall be located as far as practical from adjacent public streets, or min. 40' for PS districts	Proposed driveways shall meet the minimum separation from a public street of 40 feet, as required by this section.
	(5)	Mid-block lots with more than 40' of frontage are on 1y driveway, with a max width of 24' for two-way drives	Mid-block lots are allowed to have access from a D internal private drive no closer than 40 feet to the public ROW. Driveway access on a publicly dedicated roadway shall be 300' from centerline to centerline unless alignment of driveway to neighboring property can be achieved, creating improved traffic flow, but in no case shall driveways on a publicly dedicated roadway be closer than 200' from centerline to centerline . Driveway width cannot exceed 35 feet.
	(6)	For lots with more than 80' of frontage, driveway spacing shall be 300'	
6.3.006(b)	(4)	Max. Parking to be based on market and determined by DRC at Site Plan	Not required.
6.3.006(b)	(5)	Requires parking to be located in the 2nd or 3rd Layer	Parking shall be allowed to be located in any Layer
6.3.006(b)	(8)	Requires all parking to be screened either by building or other screening material	Screening shall be required along all publicly dedicated ROWs. Screening shall include buildings or landscaping material to a height of three feet
6.3.006(b)	(9)	Prohibits parking to be located within the rear setback	Parking shall be allowed in any rear setback.
6.3.00B(d)		Max first floor story of a Commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling height shall be 35'
6.3.009(b)		Building frontage facade must be parallel to the ROW Frontage line	Not Required
6.3.009(c)		All first floor facades shall have clear glass	See Warrant for 6.3.009(d) for glazing requirements.

		glazing min. 20% of the total first floor facade area	
6.3.009(d)		First floor of Commercial buildings shall have 70% minimum glazing	Glazing shall be optional for free-standing buildings such as restaurants and bank uses on pad sites or other single tenant buildings (up to 5,000 sf). Multi-tenant small buildings shall include a minimum of 70% glazing along the building front. Anchor or junior anchor buildings, or in-line buildings, shall include a minimum of 20% glazing along the building front. The building fronts shall be either the primary side of the building facing a public street, or the side of the building facing the parking area servicing that building, whichever front the tenant/ user has the storefront entrance.
6.5.003-A		Requires that front facade be at least 80% of the frontage width, requires the building to be located between 2'-1S' from the ROW/ Frontage	Building facade to frontage width ratio is not required. Buildings may be placed anywhere within the lot. All lots must have public street frontage minimum of 120 feet.
6.5.003- D		Limits Parking to Layer 3	Parking shall be allowed to be located in any Layer
7.3.003 • Reg Comm		16' wide sidewalks along both sides of road, trees every 30' on center both sides of road	A minimum of a 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs. Street trees required, three trees shall be placed every 100 linear feet of ROW and shall not be clustered together, with the intention of providing shade along the sidewalk.
7.3.003 • Connector		Trees every 30' on center along both sides of the road	A minimum of a 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs. Street trees required, three trees shall be placed every 100 linear feet of ROW and shall not be clustered together, with the

			intention of providing shade along the sidewalk.
7.3.013(d)(l)		Requires an additional 7' of ROW on each side of a road If P5 is located on both sides of the road	ROW width for Wagon Wheel shall be 55'. ROW width for Blakey lanes shall be 80'. No additional ROW shall be required for SH 71, except as necessary for any proposed roadway improvements, or as otherwise required by TxDOT.
7.4.002(a)		330' max block length, 1,320' max block perimeter	Maximum block perimeter shall not exceed 3800' for all publicly dedicated roadways. Internal private driveways with a maximum width of 30' and a minimum width of 25' can be utilized to provide internal circulation within the maximum block perimeter. (As shown in Exhibit C). Street trees and sidewalks are not required on internal circulation driveways.
7.4.002(b)		20' Pedestrian Way if block length exceeds 330'	Alternative pedestrian connectivity routes throughout the site shall be provided by a minimum 6' sidewalk from building to building and from buildings to public ROW. Alternative pedestrian connectivity is not required along private drive aisles or internal private driveways, but may be allowed through providing 6' sidewalk within medians between parking rows. Crosswalks shall be provided where pedestrian and vehicular interaction take place.
Art. 7.5		Requires a Civic Space for development over 13.6 acres	Enhancements shall be made to the existing 9,000 sf plaza space located in the original Burleson Crossing shopping center, which shall include additional seating, shade canopy, decorative kid benches, wayfinding signage and other features agreeable to the City and Developer.
B3 Tech. Manual			
2.1.006(a)			

		Requires parking and drive aisles to be located within Layer 2 or 3	Parking shall be allowed in any Layer
2.3.003		Diagram 1.1 Public Frontage Diagram	A minimum 6' wide sidewalk shall be required along one side of all publicly dedicated ROW's. Street trees required; three trees shall be placed every 100' of ROW and shall be a minimum of 2" caliper trees, and shall not be clustered together, with the intention of providing shade along the sidewalk.
3.2.008(c)		P5 streets sidewalks to be min. 10' wide and located wholly within the street ROW.	A minimum 6' wide sidewalk shall be required along one side of all publicly dedicated ROWs.
3.2.013(a)(l)		Street trees shall be 4" caliper and spaced every 30' on center	Three shall be placed for every 100 linear feet of ROW and shall be not be clustered together, with the intention of providing shade along the sidewalk. 2" caliper trees can be provided as an alternative.
3.2.013(a)(4)		Requires plant material to meet very strict nursery/ propagation standards	Allow plants to be procured from any competent wholesale nursery supplier.
3.2.001(b)		Requires pedestrian shed to have certain place type percentages	Not Required

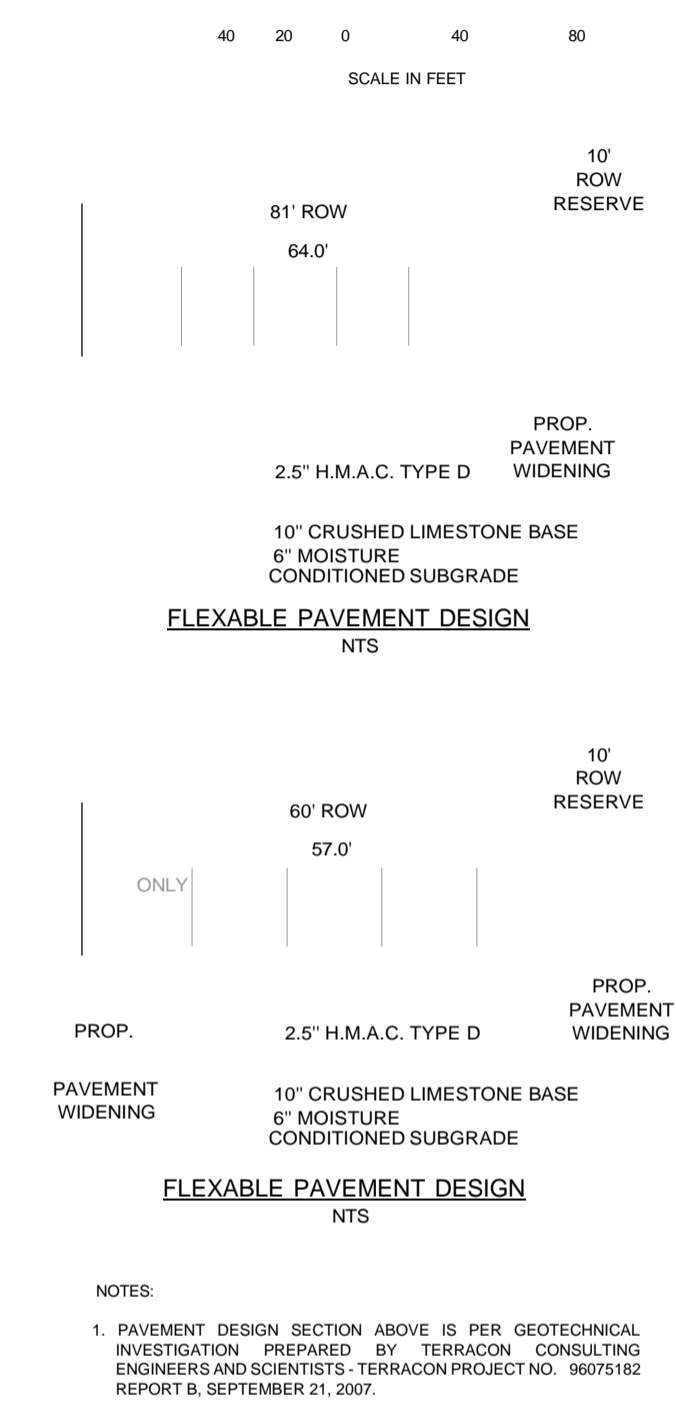
Exhibit E
Edward Burleson Lane Improvements

\\s110\csc\proj\07 - Burleson East\Submittal Sheets\Plan for Site Development\A11-0407-01-01.dwg
 User: csherman
 Last Modified: Feb. 22, 23 - 08:24
 Plot Date/Time: Apr. 17, 23 - 12:46:23

CONTROL POINT	NORTHING	EASTING	SURFACE NORTHING	SURFACE EASTING	ELEVATION	DESCRIPTION
1	10018362.20	3239651.88	10018662.76	3239749.07	377.21	MAGNAIL W/ SHINER STAMPED "LJA SURVEY"
2	10017268.44	3239695.50	10017668.97	3239792.69	376.29	MAGNAIL W/ SHINER STAMPED "LJA SURVEY"



PROP. PAVEMENT WIDENING



NO.	DESCRIPTION	BY	DATE

DATE: 4/17/23
 DESIGNED BY: -
 DRAWN BY: -
 CHECKED BY: -
 DRAWING NAME: A11-0407-01-01.dwg

**BURLESON CROSSING EAST
 INFRASTRUCTURE PLAN**

EDWARD BURLESON LANE IMPROVEMENTS

04/17/2023
 Phone 512.439.4700
 Fax 512.439.4716
 FRN-F-1386

EXHIBIT E

JOB NUMBER:

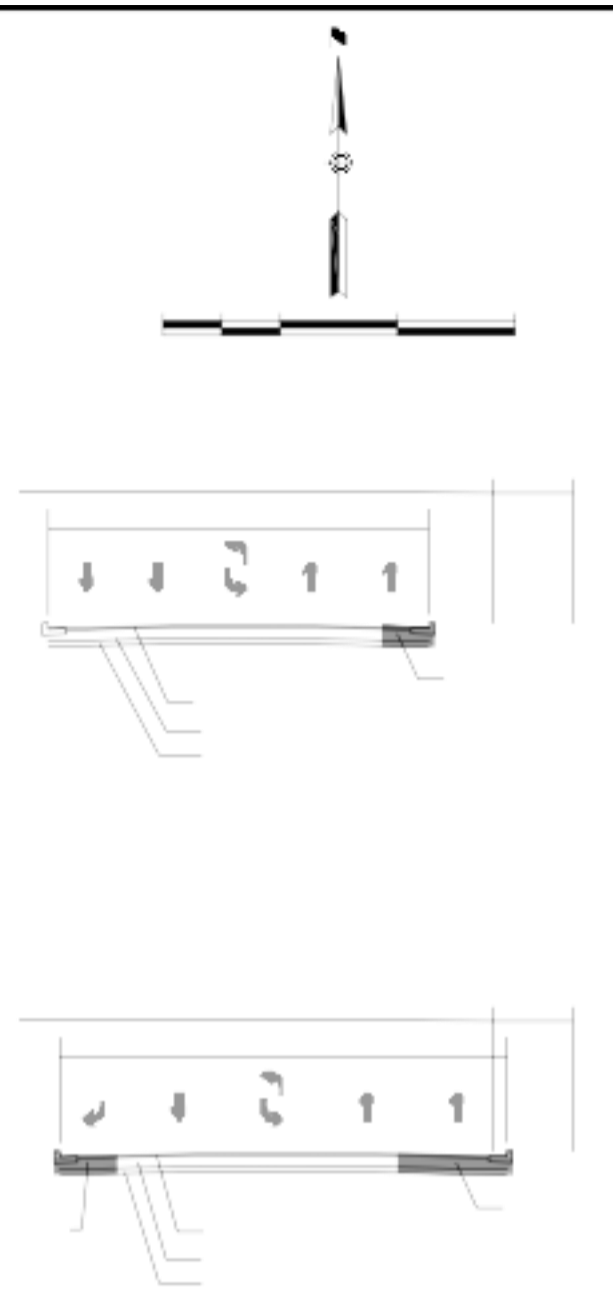
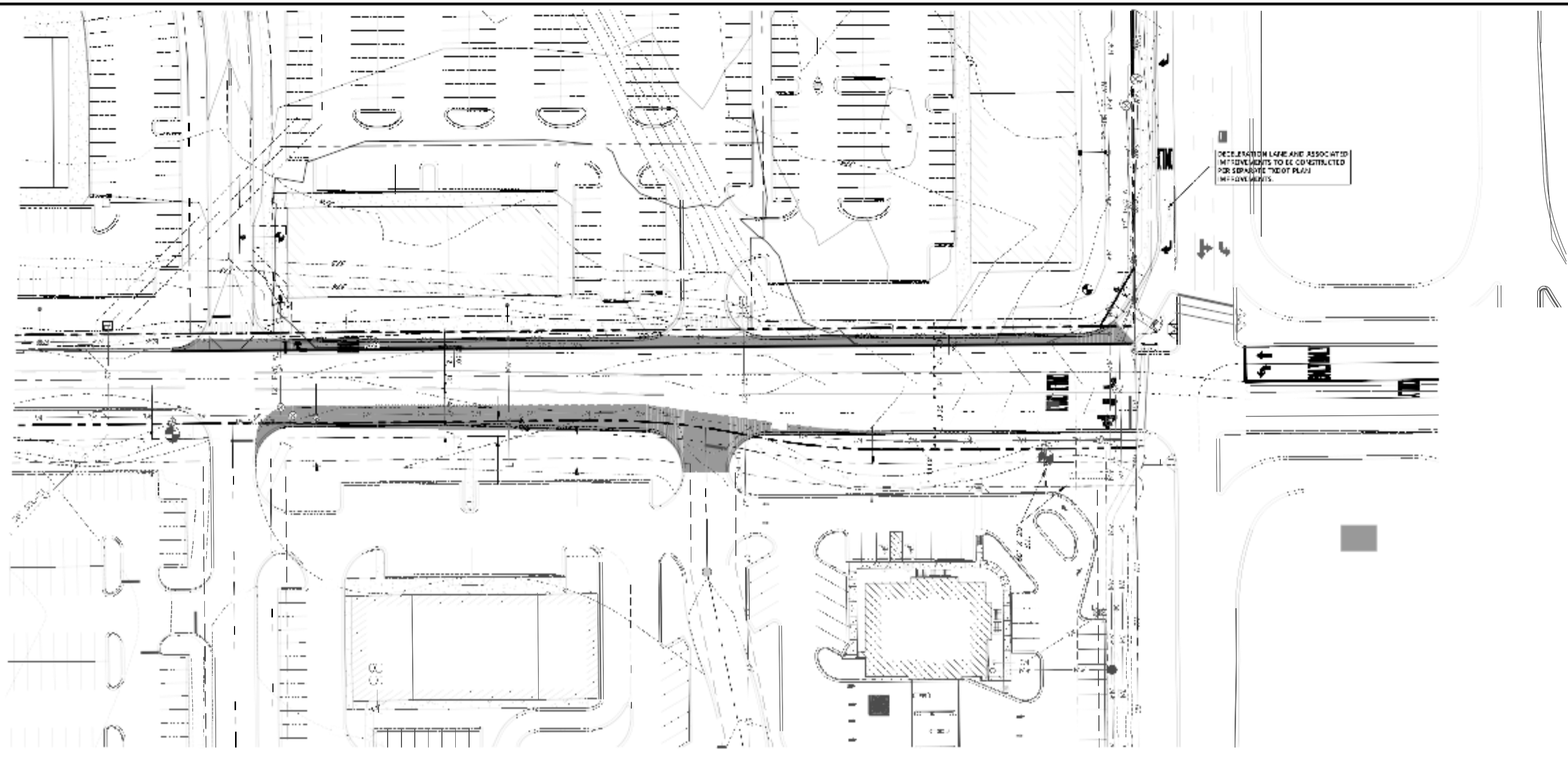
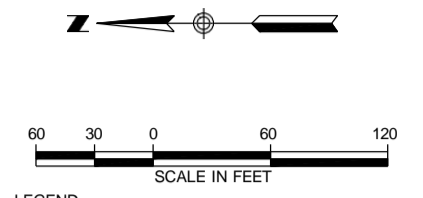


Exhibit F
Wagon Wheel Improvements

\\s\proj\1411\1411-0407\1411-0407.dwg
 User: entomason
 Last Modified: Apr 17, 23 - 09:01
 Plot Date/Time: Apr 17, 23 - 15:26:08



LEGEND

PROPOSED	EXISTING	DESCRIPTION
- - - - -	- - - - -	SITE PROPERTY BOUNDARY
- - - - -	- - - - -	ADJ. PROPERTY BOUNDARY
- - - - -	- - - - -	EASEMENT LINE
- - - - -	- - - - -	CONCRETE SIDEWALK
- - - - -	- - - - -	SURVEYED CONTOUR LINE
- - - - -	- - - - -	GIS CONTOUR LINE
- - - - -	- - - - -	WASTEWATER LINE
- - - - -	- - - - -	WASTEWATER FORCE MAIN
- - - - -	- - - - -	WASTEWATER MANHOLE
- - - - -	- - - - -	WASTEWATER SERVICE W/ CLEANOUT
- - - - -	- - - - -	WATER LINE
- - - - -	- - - - -	WATER SERVICE
- - - - -	- - - - -	FIRE HYDRANT
- - - - -	- - - - -	WATER VALVE
- - - - -	- - - - -	AIR RELEASE VALVE
- - - - -	- - - - -	WATER METER
- - - - -	- - - - -	FDC
- - - - -	- - - - -	STORMSEWER LINE
- - - - -	- - - - -	ROOF DRAIN
- - - - -	- - - - -	CONDENSATE DRAIN
- - - - -	- - - - -	STORMSEWER MANHOLE
- - - - -	- - - - -	CURB INLET
- - - - -	- - - - -	GRATE INLET
- - - - -	- - - - -	GAS LINE
- - - - -	- - - - -	NATURAL GAS
- - - - -	- - - - -	PROPANE GAS
- - - - -	- - - - -	UNDERGROUND ELECTRIC
- - - - -	- - - - -	TELECOMMUNICATION LINE
- - - - -	- - - - -	OVERHEAD UTILITY
- - - - -	- - - - -	1/2" REBAR WITH ILLEGIBLE CAP FOUND
- - - - -	- - - - -	1/2" REBAR WITH "PAYNE BOUNDARY" CAP FOUND
- - - - -	- - - - -	1/2" REBAR FOUND (OR AS NOTED)
- - - - -	- - - - -	1/2" IRON PIPE FOUND (OR AS NOTED)
- - - - -	- - - - -	SQUARE BOLT FOUND
- - - - -	- - - - -	CONTROL POINT/BENCHMARK LOCATION
- - - - -	- - - - -	UTILITY POLE
- - - - -	- - - - -	METAL ELECTRIC TRANSMISSION LINE POLE
- - - - -	- - - - -	GUY WIRE
- - - - -	- - - - -	BOLLARD
- - - - -	- - - - -	ELECTRIC MANHOLE
- - - - -	- - - - -	LIGHT POLE
- - - - -	- - - - -	SIGN
- - - - -	- - - - -	UTILITY VAULT

**BURLESON CROSSING EAST
 INFRASTRUCTURE PLAN**
 WAGON WHEEL IMPROVEMENTS

NO.	DESCRIPTION	BY	DATE



DATE: 4/17/23
 REGISTERED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DRAWING NAME: A141-0407-F-001.dwg

LJA Engineering, Inc.
 7590 Riata Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
 Fax 512.439.4716
 FRN-F-1386

JOB NUMBER:
 A141-0407

EXHIBIT F



Engineering, Inc.

Engineer's Opinion of Probable Cost

Project: Burleson Crossing East - Street Improvements Date: 8/4/2023
 Client: Durhman & Bassett Realty Group, Inc. By: O. Radi

This cost estimate includes all public and private street improvements.

Item	Description	Qty	Unit	Unit Cost	\$
	SUMMARY				
	Blakey Lane				\$355,000.00
	Wagon Wheel				\$1,398,375.00
	Edward Burleson Lane				\$2,357,000.00
	TxDOT Improvements				\$757,375.00
			TOTAL		\$ 4,512,750.00

Item	Description	Qty	Unit	Unit Cost	Cost
	STREET IMPROVEMENTS (Blakey Lane)				
GP-1	Land Area Dedication	0.51	AC.	-	\$ 355,000.00
GP-2	R.O.W. Reserve	0.32	AC.		\$ 222,748.42
Total Wagon Wheel Paving Improvements					\$355,000.00

Item	Description	Qty	Unit	Unit Cost	Cost
	STREET IMPROVEMENTS (Wagon Wheel)				
GP-1	Excavation (does not include street section)	1200	C.Y.	\$ 10.00	\$ 12,000.00
GP-2	Embankment (does not include street section)	120	C.Y.	\$ 4.00	\$ 480.00
GP-3	6" Curb and Gutter	1,300	L.F.	\$ 18.00	\$ 23,400.00
GP-4	Signage/Striping	1	LS	\$ 5,000.00	\$ 5,000.00
GP-5	Standard CoA Type II Driveway	2	EA.	\$ 7,000.00	\$ 14,000.00
GP-6	Subgrade Preparation (18" Past Back of Curb)	2,500	S.Y.	\$ 3.00	\$ 7,500.00
GP-7	18" Crushed Limestone Base Material (18" Past BOC)	2,500	S.Y.	\$ 40.00	\$ 100,000.00
GP-8	4" Hot Mix Asphaltic Concrete	2,400	S.Y.	\$ 30.00	\$ 72,000.00
GP-9	5' Sidewalk	2,900	S.F.	\$ 8.00	\$ 23,200.00
GP-10	Sidewalk Curb Ramp	4	EA.	\$ 2,500.00	\$ 10,000.00
GP-11	Connect to Existing Cul-de-Sac	1	L.S.	\$ 10,000.00	\$ 10,000.00
GP-12	12" CL 350 DI Water Line Pipe and Fittings	589	L.F.	\$ 120.00	\$ 70,680.00
GP-13	8" CL 350 DI Water Line Pipe and Fittings (Stubouts)	93	L.F.	\$ 90.00	\$ 8,370.00
GP-14	6" CL 350 DI Water Line Pipe and Fittins (F.H. Leads)	29	L.F.	\$ 75.00	\$ 2,175.00
GP-15	8" PVC SDR 26, ASTM D-3034, Gravity Sewer Pipe	57	L.F.	\$ 50.00	\$ 2,850.00
GP-16	4' Diameter manhole 0-8' deep with standard cover	2	EA.	\$ 5,000.00	\$ 10,000.00
GP-17	4'x2' RCBC	79	L.F.	\$ 75.00	\$ 5,925.00
GP-18	48" RCP	25	L.F.	\$ 250.00	\$ 6,250.00
GP-19	36" RCP	25	L.F.	\$ 210.00	\$ 5,250.00
GP-20	30" RCP	240	L.F.	\$ 175.00	\$ 42,000.00
GP-21	18" RCP	196	L.F.	\$ 100.00	\$ 19,600.00
GP-22	10' Curb Inlet	4	EA.	\$ 7,000.00	\$ 28,000.00
GP-23	Junction Box	1	EA.	\$ 12,500.00	\$ 12,500.00
GP-24	Trench Safety System (all utilities)	1,320	L.F.	\$ 1.00	\$ 1,320.00
GP-25	Landscaping	1	L.S.	\$ 30,000.00	\$ 30,000.00
GP-26	Revegetation	1,100	S.Y.	\$ 2.00	\$ 2,200.00
GP-27	Construction Supervision/Overhead/Insurance	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-28	Development Supervision	1	L.S.	\$ 20,000.00	\$ 20,000.00
GP-29	Soft Costs - Engineering/Legal	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-30	Construction Financing - Interest/Loan Costs	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-31	25% Contingency	-	-	-	\$ 173,675.00
Subtotal					\$868,375.00
GP-32	Land Area Dedication	0.76	AC.	-	\$ 530,000.00
Total Wagon Wheel Paving Improvements					\$1,398,375.00

Item	Description	Qty	Unit	Unit Cost	Cost
	STREET IMPROVEMENTS (Edward Burleson Ln)				
GP-1	Excavation (does not include street section)	600	C.Y.	\$ 10.00	\$ 6,000.00
GP-2	Embankment (does not include street section)	0	C.Y.	\$ 4.00	\$ -
GP-3	6" Curb and Gutter	1,650	L.F.	\$ 18.00	\$ 29,700.00
GP-4	Signage/Striping	1	LS	\$ 5,000.00	\$ 5,000.00
GP-5	Subgrade Preparation (18" Past Back of Curb)	1,100	S.Y.	\$ 3.00	\$ 3,300.00
GP-6	18" Crushed Limestone Base Material (18" Past BOC)	1,100	S.Y.	\$ 40.00	\$ 44,000.00
GP-7	4" Hot Mix Asphaltic Concrete	1,000	S.Y.	\$ 30.00	\$ 30,000.00
GP-8	Sawcut and Tie into Existing Pavement	2	EA.	\$ 5,000.00	\$ 10,000.00
GP-9	Sidewalk Curb Ramp	7	EA.	\$ 2,500.00	\$ 17,500.00
GP-10	Demo Existing Curb & Gutter, Sawcut Exist. Pavement	200	L.F.	\$ 10.00	\$ 2,000.00
GP-11	Temporary Traffic Control Protection	1	L.S.	\$ 10,000.00	\$ 10,000.00
GP-12	Adjust Existing WWMH Rim	2	EA.	\$ 3,500.00	\$ 7,000.00
GP-13	Adjust Valve Castings	3	EA.	\$ 1,500.00	\$ 4,500.00
GP-14	Relocate Light Pole	1	EA.	\$ 25,000.00	\$ 25,000.00
GP-15	Revegetation	800	S.Y.	\$ 2.00	\$ 1,600.00
GP-16	Construction Supervision/Overhead/Insurance	1	L.S.	\$ 30,000.00	\$ 30,000.00
GP-17	Development Supervision	1	L.S.	\$ 10,000.00	\$ 10,000.00
GP-18	Soft Costs - Engineering/Legal	1	L.S.	\$ 30,000.00	\$ 30,000.00
GP-19	Construction Financing - Interest/Loan Costs	1	L.S.	\$ 20,000.00	\$ 20,000.00
GP-20	25% Contingency	-	-	-	\$ 71,400.00
	Subtotal				\$357,000.00
GP-21	Land Area Dedication	2.71	AC.	-	\$ 2,000,000.00
	Total Edward Burleson Lane Paving Improvements				\$2,357,000.00

Item	Description	Qty	Unit	Unit Cost	Cost
	STREET IMPROVEMENTS (TxDOT Improvements)				
GP-1	Excavation (does not include street section)	0	C.Y.	\$ 10.00	\$ -
GP-2	Embankment (does not include street section)	200	C.Y.	\$ 4.00	\$ 800.00
GP-3	6" Curb and Gutter	2,050	L.F.	\$ 18.00	\$ 36,900.00
GP-4	Signage/Striping	1	LS	\$ 5,000.00	\$ 5,000.00
GP-5	Subgrade Preparation (18" Past Back of Curb)	1,300	S.Y.	\$ 3.00	\$ 3,900.00
GP-6	18" Crushed Limestone Base Material (18" Past BOC)	1,300	S.Y.	\$ 40.00	\$ 52,000.00
GP-7	4" Hot Mix Asphaltic Concrete	1,200	S.Y.	\$ 30.00	\$ 36,000.00
GP-8	Demo Existing Curb & Gutter	1,100	L.F.	\$ 10.00	\$ 11,000.00
GP-9	Demo Existing Concrete	300	S.Y.	\$ 25.00	\$ 7,500.00
GP-10	Temporary Traffic Control Protection	1	L.S.	\$ 8,500.00	\$ 8,500.00
GP-11	Highway 71 / CR 304 Intersection Improvements	1	L.S.	\$ 100,000.00	\$ 100,000.00
GP-12	Relocate Signal Pole and Install Island	1	EA.	\$ 120,000.00	\$ 120,000.00
GP-13	Relocate Light Pole	2	EA.	\$ 25,000.00	\$ 50,000.00
GP-14	Demo and Replace Existing Curb Inlet	1	EA.	\$ 12,500.00	\$ 12,500.00
GP-15	Revegetation	900	S.Y.	\$ 2.00	\$ 1,800.00
GP-16	Construction Supervision/Overhead/Insurance	1	L.S.	\$ 50,000.00	\$ 50,000.00
GP-17	Development Supervision	1	L.S.	\$ 20,000.00	\$ 20,000.00
GP-18	Soft Costs - Engineering/Legal	1	L.S.	\$ 45,000.00	\$ 45,000.00
GP-19	Construction Financing - Interest/Loan Costs	1	L.S.	\$ 45,000.00	\$ 45,000.00
GP-20	25% Contingency	-	-	-	\$ 151,475.00
	Total TxDOT Paving Improvements				\$757,375.00

Note: The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. As a result, this opinion of probable construction cost is based on the Engineer's experience and qualifications and represents our best judgement as design professionals familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from this opinion of probable cost, and therefore will not be held liable for differences in those costs.

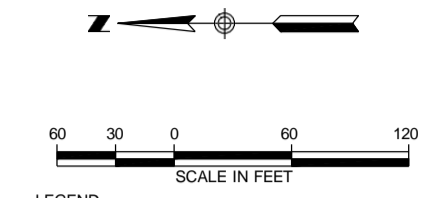
Exhibit G
Blakey Lane

\\s\ep\blakey\07 - Burleson East\blakey\Drawings\Plan for Site Development\A141-0407-up-01.dwg
 User: entomason
 Last Modified: Apr 17, 23 - 09:01
 Plot Date/Time: Apr 17, 23 - 15:26:08



LEGEND

PROPOSED	EXISTING	DESCRIPTION
- - - - -	- - - - -	SITE PROPERTY BOUNDARY
- - - - -	- - - - -	ADJ. PROPERTY BOUNDARY
- - - - -	- - - - -	EASEMENT LINE
- - - - -	- - - - -	CONCRETE SIDEWALK
- - - - -	- - - - -	SURVEYED CONTOUR LINE
- - - - -	- - - - -	GIS CONTOUR LINE
- - - - -	- - - - -	WASTEWATER LINE
- - - - -	- - - - -	WASTEWATER FORCE MAIN
- - - - -	- - - - -	WASTEWATER MANHOLE
- - - - -	- - - - -	WASTEWATER SERVICE W/ CLEANOUT
- - - - -	- - - - -	WATER LINE
- - - - -	- - - - -	WATER SERVICE
- - - - -	- - - - -	FIRE HYDRANT
- - - - -	- - - - -	WATER VALVE
- - - - -	- - - - -	AIR RELEASE VALVE
- - - - -	- - - - -	WATER METER
- - - - -	- - - - -	FDC
- - - - -	- - - - -	STORMSEWER LINE
- - - - -	- - - - -	ROOF DRAIN
- - - - -	- - - - -	CONDENSATE DRAIN
- - - - -	- - - - -	STORMSEWER MANHOLE
- - - - -	- - - - -	CURB INLET
- - - - -	- - - - -	GRATE INLET
- - - - -	- - - - -	GAS LINE
- - - - -	- - - - -	NATURAL GAS
- - - - -	- - - - -	PROPANE GAS
- - - - -	- - - - -	UNDERGROUND ELECTRIC
- - - - -	- - - - -	TELECOMMUNICATION LINE
- - - - -	- - - - -	OVERHEAD UTILITY
- - - - -	- - - - -	1/2" REBAR WITH ILLEGIBLE CAP FOUND
- - - - -	- - - - -	1/2" REBAR WITH "PAYNE BOUNDARY" CAP FOUND
- - - - -	- - - - -	1/2" REBAR FOUND (OR AS NOTED)
- - - - -	- - - - -	1/2" IRON PIPE FOUND (OR AS NOTED)
- - - - -	- - - - -	SQUARE BOLT FOUND
- - - - -	- - - - -	CONTROL POINT/BENCHMARK LOCATION
- - - - -	- - - - -	UTILITY POLE
- - - - -	- - - - -	METAL ELECTRIC TRANSMISSION LINE POLE
- - - - -	- - - - -	GUY WIRE
- - - - -	- - - - -	BOLLARD
- - - - -	- - - - -	ELECTRIC MANHOLE
- - - - -	- - - - -	LIGHT POLE
- - - - -	- - - - -	SIGN
- - - - -	- - - - -	UTILITY VAULT



BURLESON CROSSING EAST INFRASTRUCTURE PLAN
 BLAKEY LANE R.O.W. & R.O.W. RESERVE

NO.	DESCRIPTION	BY	DATE

DATE: 4/17/23
 REGISTERED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DRAWING NAME: A141-0407-up-01.dwg

LJA Engineering, Inc.
 7590 Riata Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
 Fax 512.439.4716
 FRN-F-1386

JOB NUMBER: A141-0407

EXHIBIT G

Exhibit H
Form of Construction Completion Agreement

Subdivision Name

City Case No.

Subdivision Construction Agreement

Recitals:

- A.** Subdivider owns the land included in the proposed final subdivision plat of the Subdivision Name Subdivision, City Case No. City Case No. and more particularly described on the attached and incorporated **Exhibit A** (the "Property").
- B.** City ordinances require Subdivider to complete various Subdivision improvements to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions.
- C.** Subdivider desires to subdivide the Property in accordance with all applicable state and local laws, rules, and regulations.
- D.** This Subdivision Construction Agreement (the "Agreement") is authorized by and consistent with state law and the City's ordinances, regulations, and other requirements governing development of a subdivision.
- E.** This document is executed to memorialize Subdivider's responsibility to provide certain improvements to the Subdivision required by the platting process ("Subdivision Improvements").
- F.** The City of Bastrop will not accept the Subdivision and release the Subdivider from its obligations under this Agreement, until all Subdivision Improvements have been approved and accepted by the City.
- G.** This Agreement requires the Subdivider to post fiscal guarantees for certain improvements, which protects the City from, at its expense, completing subdivision improvements required to be provided by the Subdivider. Subdivider's fiscal surety may be used only to complete those improvements listed on the attached and incorporated **Exhibit B**.
- H.** Subdivider may need to provide additional fiscal surety for additional Subdivision Improvements that may be added at a later time as required for this Subdivision.
- I.** Under certain circumstances, outlined in the Agreement, Subdivider can assign all of its obligations hereunder to another Subdivider through an Assignment and Assumption of this Subdivision Construction Agreement.

IN CONSIDERATION of the mutual covenants set forth in this Agreement, the parties agree as follows:

Agreement:

1. **Incorporate Recitals.** The above Recitals, and all defined terms therein are incorporated in this Agreement for all purposes.
2. **Parties.** The parties to this Agreement are Subdivider Name (individually and collectively, the "Subdivider") **and** the City of Bastrop, a Texas home-rule municipal corporation, acting through its duly authorized City Manager, or designee, (the "City").
3. **Effective Date.** This Agreement will become effective once signed by all Parties and the effective date will be the date of the last signature.

Subdivider's Obligations

4. **Improvements.** Subdivider covenants to construct and install, at Subdivider's expense, all Subdivision Improvements required to comply with City ordinances, regulations, and policies governing subdivision approval for the Subdivision Name Subdivision, as shown on **Exhibit B**. Prior to starting construction of the Subdivision Improvements, the construction plans and specifications must be certified by Subdivider's engineer of record for the Subdivision as compliant with all applicable state and local development regulations (including environmental protections such as erosion controls and site restoration) and released for construction by the City (collectively called "Released Construction Plans"). All Subdivision Improvements must be constructed in conformance with the Released Construction Plans. Final acceptance of the Subdivision Improvements after completion is subject to inspection, certification and acceptance by the City, as being in conformance with the Released Construction Plans.
5. **Fiscal Deposit.** Subdivider must provide and continually maintain financial guarantees in the estimated total cost to construct each improvement(s) listed in **Exhibit B** in conformance with the Released Construction Plans, as shown on **Exhibit B** to assure performance of its obligations. The guarantee can be a cash deposit, surety bond, or irrevocable letter of credit in a form acceptable to the City Attorney, or designee held by the City ("Fiscal Deposit"). The stated amount of the Fiscal Deposit is Total Fiscal Amount (Spelled Out) and (/100) (\$), (the "Stated Amount").

- (a) **Cash Deposit.** A cash deposit must be received for the full amount, held by the City, and placed in an interest bearing escrow fund and invested as if it were funds of the City. All interest earned on the cash deposit will be credited to the Subdivider. The City will maintain a balance of 100% of the cost of construction of the improvements shown on **Exhibit B**, all interest in excess of that amount may be disbursed to the Subdivider upon City's receipt of Subdivider's written request therefor. Subdivider cannot request an initial disbursement of interest until the Fiscal Deposit has been placed with the City for 365 days. Subdivider cannot request interest disbursements more frequently than once a year.
- (b) **Surety Bond.** A surety bond must: (i) be in the full Stated Amount; (ii) be a standard form acceptable to the City Attorney; (iii) be listed with the United States Treasury http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/surety_home.htm (iv) be issued by an insurance company licensed to transact business in the state of Texas and (v) have a rating equivalent to the minimum acceptable rating established by the City's Financial Services Department in effect at the time the initial Fiscal Deposit is issued pursuant to this Agreement (the "Issuer"). During this Agreement and subject to the terms of **Section 24**, the City Attorney may revise the standard form surety bond as is reasonably considered acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. If the standard surety bond form is revised, the new form will not be required to be used until the next time the amount of the bond is adjusted, if any.
- (c) **Letter of Credit.** A letter of credit must: (i) be in the full Stated Amount; (ii) be a standard form acceptable to the City Attorney; (iii) have an expiration date no earlier than one year from the date of its issuance; and (iv) be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the City's financial institution rating system in effect at the time the initial Fiscal Deposit is issued pursuant to this Agreement (the "Issuer"). During this Agreement and subject to the terms of **Section 24**, the City Attorney may revise the standard form letter of credit as he reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. If the standard letter of credit form is revised, the new form will not be required to be used until the next renewal period, if any.
6. **Increase in Fiscal Deposit.** If, from time to time, the City determines the estimated total cost of constructing the improvements listed in **Exhibit B** exceeds the Stated Amount, the City shall notify Subdivider of the increase in the Stated Amount. Any increase of the estimated total cost of constructing the improvements listed in **Exhibit B** will be based upon a cost estimate furnished by Subdivider's engineer and verified and accepted by the City. Subdivider shall increase the Fiscal Deposit to equal the increased Stated Amount within 30 days after notification of the deficiency, by providing an additional Fiscal Deposit along with an amended Agreement. All increased Fiscal Deposits must meet all requirements of **Section 5**. Subdivider must provide an Updated Ownership and Lien Search Certificate, which meets all the requirements of **Section 7**.

7. **Ownership and Lien Search Certificate.** Subdivider must provide an Ownership and Lien Search Certificate prepared and signed by a title company acceptable to the City. The Ownership and Lien Search Certificate must identify who title of the Property is vested with, the legal description of the property, and must name all lienholders having current liens against the Property. The Ownership and Lien Search Certificate must be dated no more than 30 calendar days prior to the Effective Date of this Agreement. The Ownership and Lien Search Certificate must be accompanied by a Consent of Lienholder that is signed by duly qualified representatives of all lienholders identified on the Ownership and Lien Search Certificate. The Fiscal Deposit will not be accepted without the Ownership and Lien Search Certificate and the executed Consent of Lienholder, if applicable.

8. **Right of Entry.** The Subdivider hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property to construct, maintain, and repair such Subdivision Improvements.

City's Obligations

9. **Partial Release of Fiscal Deposit.** After accepting any improvements listed in **Exhibit B**, the City can reduce the estimated cost of the Stated Improvements, as amended, if applicable, if Subdivider is not in default under this Agreement. Notwithstanding the preceding sentence, the City shall not authorize reductions in the Stated Amount more frequently than every 90 days; nor will the Stated Amount be reduced to zero until all Subdivision Improvements have been completed.

10. **Full Release of Fiscal Deposit.** Upon Subdivider completing all Subdivision Improvements, and complying with all requirements of the COA Standard Specifications Series 1800S - Private Development, Construction Requirements and Procedures, and upon the City's receipt of notice from the Construction Inspection Division of acceptance of all Subdivision Improvements, the Fiscal Deposit will be released and this Agreement will be terminated.

11. **Inspection and Certification.** The City agrees to inspect Subdivision Improvements during and at the completion of construction, and, if completed in accordance with the Released Construction Plans, to certify the Subdivision Improvements as complying with the Released Construction Plans. The inspections and certifications will be conducted in accordance with standard City policies and requirements. The Subdivider grants the City, its agents, employees, officers, and contractors a Right of Entry to enter the Property to perform such inspections as it deems appropriate.

12. **Notice of Subdivision Improvement Defect.** The City, will provide timely notice to the Subdivider whenever inspection reveals that any Subdivision Improvement is not constructed or completed in accordance with the Released Construction Plans or is otherwise defective, followed by written notice and period to cure, if Subdivider fails to cure the defect upon being given oral notice. The Subdivider must cure or substantially cure the defect within the time period set out in the written notice.

13. **Default.** If one of the events described in **Section 14** occur, the City may declare the Subdivider in default under this Agreement and may draw the amount they considers necessary to perform Subdivider's obligations under **Section 4**. For each improvement shown on **Exhibit B** constructed by the City, the City may draw 100% of the amount allocated in **Exhibit B** in accordance with the Released Construction Plans.
14. **Conditions of Draw on Fiscal Deposit.** The City may draw upon any financial guarantee posted in accordance with **Section 5** upon the occurrence of one or more of the following events:
- (a) Subdivider did not properly construct one or more improvements and failed to remedy the construction deficiency within the cure period;
 - (b) Subdivider did not renew or replace the Fiscal Deposit at least 45 days prior to its expiration date;
 - (c) Subdivider did not replace the Fiscal Deposit within 45 days after notice that the Issuer failed to maintain the minimum rating acceptable to the City, in accordance with **Section 5**;
 - (d) The Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure; or
 - (e) If City elects to construct one or more of the Subdivision Improvements shown on **Exhibit B**.

The City shall provide written notice of the occurrence of one or more of the above events to the Subdivider.

15. **Procedures for Drawing on the Fiscal Deposit.** The process by which the City can draw upon the Fiscal Deposit is dependent upon the type of event that triggered the default. If the default occurred because:
- (a) improvements were not constructed properly or cured as required under **Section 14 (a)**, the City will send notice that states the specific construction deficiency and include a statement that the City intends to perform some or all of Subdivider's obligations under **Section 4** for specified improvements shown on **Exhibit B**.
 - (b) a renewal or replacement Letter of Credit is not provided at least 45 days prior to expiration, as required under **Sections 14 (b), (c) and (d)**, then within 15 days prior to expiration of such Letter of Credit the City will send a draw letter to Issuer, with a copy to Subdivider.
 - (c) the City has elected to construct Subdivision Improvements as described in **Section 14 (e)**, then the City must give notice to Issuer, with a copy to Subdivider, no less than 15 days prior to its drawing on the Fiscal Deposit.

If the City draws on the Fiscal Deposit under **Sections 14 (b) or (c)** the funds received will be converted to a Cash Deposit for the benefit of Subdivider, as if originally deposited as Cash under **Section 5 (a)**. For all circumstances, the City may draw upon the Fiscal Deposit by submitting a draft to the Issuer that complies with the terms governing such draft. Non-cash Fiscal Deposits must be surrendered upon presenting any draft that exhausts the Stated Amount of such Fiscal Deposit. The City may not draft under a Fiscal Deposit unless the City has substantially complied with all obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with its terms. To draw on a cash Fiscal Deposit, the City will provide a letter of explanation to the person who posted the cash Fiscal Deposit, which meets the requirements to draw upon the City's most currently approved Letter of Credit form.

16. Use of Proceeds. If the Subdivider is in default of this Agreement, the City will invest all funds obtained by one or more draws under the Fiscal Deposit ("Escrowed Funds") in the same manner as if they were funds of the City. The City will invest such Escrowed Funds, and accrued interest thereon, until they are used by the City. All Escrowed Funds and interest accrued thereon belong to the City and the Subdivider forfeits all rights to the Escrowed Funds and accrued interest. The City will use the Escrowed Funds, and interest thereon, only to complete the improvements shown on **Exhibit B**, in conformance with the Released Construction Plans, or to correct defects in or failures of the improvements shown on **Exhibit B**. The City may, in its sole discretion, complete some or all of the improvements unfinished at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, and without incurring any obligation to complete any of the unfinished improvements.

17. Replacing of Fiscal.

- (A) Fiscal guarantee may be replaced with another form of fiscal guarantee upon the submittal and acceptance of either the replacement fiscal guarantee pursuant to **Section 5**.
- (B) If the Issuer has acquired all or part of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on a **Section 14 (d)** default, the Issuer may deliver a substitute or by confirming Fiscal Deposit to the City.

General Provisions:

18. Remedies. The remedies available to the City and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

19. Third Party Rights. No person or entity who or which is not a party to this Agreement has any right of action under this Agreement. Nor does any such person or entity, other than the City, (including without limitation a trustee in bankruptcy) have any interest in or claim to Escrowed Funds drawn on the Fiscal Deposit in accordance with this Agreement.

20. **Indemnification.** Subdivider covenants to fully indemnify, save, and hold harmless the City of Bastrop, its officers, employees, and agents (collectively called "Indemnitees") from, and against, all claims, demands, actions, damages, losses, costs, liabilities, expanses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person [including without limitation, Workers' Compensation and Death Claims], or property loss or damage of any kind whatsoever, to the extent any damage or injury may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the construction, existence, use, operation, maintenance, alteration, repair, or removal of any Improvement installed by or on behalf of Subdivider in the Property; the performance of this Agreement; an act or omission, negligence, or misconduct on the part of Subdivider, or any of its agents, servants, employees, contractors, patrons, guests, licensees, invitees, or other persons entering upon the Property under this Agreement, whether authorized with the expressed or implied invitation or permission of Subdivider (collectively called "Subdivider's Invitees"); including any injury or damage resulting, proximately or remotely, from the violation by Subdivider or Subdivider's Invitees of any law, ordinance, or governmental order of any kind, including any injury or damage in any other way arising from or out of the use of the Improvements on the Property or the Property itself by any person, whether authorized to use the Improvements. Subdivider covenants and agrees that if the City or any other Indemnitee is made a party to any litigation against Subdivider or any litigation commenced by any party, other than Subdivider, relating to this Agreement, Subdivider shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend the City in all actions with counsel acceptable to City, and pay all charges of attorneys and all other costs and expenses of any kind arising from any liability, damage, loss, claims, demands, and actions.
21. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement executed by duly authorized representatives of each party. The failure at any time to enforce this Agreement or any covenant by the City, the Subdivider, or the Issuer, their respective heirs, successors or assigns, whether any violations thereof are known, does not constitute a waiver or estoppel of the right to do so.
22. **Attorney's Fees.** If either party sues to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

23. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs and successors. The Subdivider's obligations under this Agreement may not be assigned without completing and recording an Assignment and Assumption Agreement and obtaining the written approval of the Subdivider, Assignee, and the City. The City's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required Fiscal Deposit. Subdivider's obligations hereunder continue, notwithstanding any assignment until the City has received a recorded Assignment and Assumption Agreement. The City, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment is effective upon notice to the Subdivider and the Issuer.

24. Notice. Any notice required or permitted by this Agreement is deemed delivered when personally delivered in writing or three days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: _____
Subdivider Name

Subdivider Address

Subdivider Address Continued

if to City: _____

if to the Issuer: _____
at Issuer's address shown on the Fiscal Deposit

The parties may, from time to time, change their respective addresses listed above to any other location in the United States. A party's change of address is effective when notice of the change is provided to the other party in accordance with this **Section 24**.

25. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability does not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

26. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement or the Fiscal Deposit, is only deemed proper if commenced in District Court for Travis County, Texas, or the United States District Court for the Western District of Texas, _____ Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Fiscal Deposit pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

27. **Release.**
- A. Upon Completion.** Upon accepting all Subdivision Improvements, the City agrees: (i) to provide a recordable release to the Subdivider and the Issuer releasing the Subdivider and Subdivider's heirs and successors, and the Property from all provisions of this Agreement and (ii) to return the Fiscal Deposit to the Issuer.
- B. Upon Vacation of Plat.** Upon receipt of notice of Vacation of Plat under the City's usual process for same, the City agrees: (i) to provide a recordable release to the Subdivider and the Issuer releasing the Subdivider and Subdivider's heirs and successors and the Property from all provisions of this Agreement and (ii) to return the Fiscal Deposit to the Issuer.
28. **Captions Immaterial.** The numbering, order, and captions or headings of the paragraphs of this Agreement are for convenience only and must not be considered in construing this Agreement.
29. **Entire Agreement.** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date.
30. **Modification and Amendment.** This Agreement may only be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the Official Public Records of Travis County, Texas. Such document will be executed, acknowledged, and approved by (a) the Director of the Development Services Department or assignee, or successor department; (b) all the Owners of the Property at the time of the modification, amendment, or termination; (c) the Subdivider; and (d) any mortgagees holding first lien security interests on any portion of the Property.
31. **Authorization to Complete Blanks.** By signing and delivering this Agreement to the appropriate official of the City, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.
32. **Binding Agreement.** The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. Further, the execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate action of both the Subdivider and Issuer. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the Effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Fiscal Deposit.

Executed by the parties to be Effective on _____, 20__.

SUBDIVIDER:

Subdivider Name _____
Company Type (ex: a limited liability company) _____

By: _____
Name: Printed Signer Name
Title: Signer Title

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me _____ a Notary Public on this day personally appeared _____ as _____ known to me personally or through valid photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20__ .

Notary Public, State of Texas

CITY OF BASTROP, a Texas Home-Rule municipal corporation

By: _____
_____ Managing Engineer
Or Designee

Delegated by: _____
Director Development Services
Department

STATE OF TEXAS

§
§
§

COUNTY OF BASTROP

Before me _____ a Notary Public on this day personally appeared _____, Managing Engineer or Designee of Development Services Department as delegated by _____, Interim Director for the Development Services Department of the City of _____ a Texas municipal corporation, on behalf of the corporation.

Given under my hand and seal of office this ___ day of _____, 20

Notary Public, State of Texas

EXHIBIT LIST:

- Exhibit A - Property Description
- Exhibit B - Subdivision Improvements

IF THERE IS A Lienholder
shown on the Lien Search Certificate
Use the **Consent of Lienholder** form
Next Document attached

All highlighted areas must be filled in with correct information. I suggest leaving the highlighting.

If Lien Search Certificate shows no lienholder delete this page and the Consent of Lienholder form and go straight to Exhibit List page.

**CONSENT OF LIENHOLDER TO
Execution of Subdivision Construction Contract**

STATE OF TEXAS §
COUNTY OF BASTROP §

Whereas, _____ Subdivider Name is the Owner ("Owner") of the following described property:

That tract of land situated in Bastrop County, Texas described in the attached and incorporated **EXHIBIT "A"** ("Property"), and

Whereas, _____ Bank Name is the lienholder ("Lienholder") of the Property under the terms and conditions of the following described documents:

Deed of Trust dated _____ Date _____ Subdivider Name to
from _____ Trustee Name Trustee, securing the payment of one promissory note of even
date in the original principal amount of \$ _____, payable to
_____ Bank Name. Deed of Trust of record in Document Number
_____ Deed of Trust Number of the Official Public Records of Bastrop County, Texas.

Whereas, Owner has executed a Subdivision Construction Agreement with the City of
("City") governing installation of Improvements in the
_____ Subdivision Name

_____ ("Development"), and;

NOW THEREFORE, in consideration of \$10 the Lienholder agrees as follows:

_____ Bank Name consents to the execution of the Subdivision Construction Agreement and the rights and obligations of Subdivider set out therein, and subordinates all of its liens on this Property to the rights and interests of the City in the Subdivision Construction Agreement, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Subdivision Construction Agreement. _____ Bank Name affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on _____, 20__.

Bank Name

Bank Type

By: _____

Name: Printed Lienholder Name

Title: LienholderTitle

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STATE OF .N_of_arv_st_at_e_____
COUNTY OF NotaryCounty

§
§

Before me. _____ Notary Public, on this day personally appeared Printed Lienholder Name known to me personally or through valid photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this ____ day of _____, 20__.

[SEAL]

Notary Public, State of N_of_arv_s_ta_te_____

EXHIBIT A:
METES AND BOUNDS DESCRIPTION OF PROPERTY

**EXHIBIT B:
Subdivision Improvements**

External Subdivision Improvements and Internal Subdivision Improvements are collectively referenced as the "Subdivision Improvements".

External Subdivision Improvements. Subdivider and City agree the following improvements located outside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "External Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Fiscal Surety Office in an amount equal to Subdivider's pro-rata share of the estimated cost to construct and install the External Subdivision Improvements, in the amount listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
a) Water Quality Pond(s)	\$ _____
b) Erosion and Sedimentation Controls	\$ _____
c) Restoration	\$ _____
d) Sidewalks	\$ _____
e) Parkland	\$ _____

Internal Subdivision Improvements. Subdivider and City agree the following improvements located inside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "Internal Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Fiscal Surety Office in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
a) Water Quality Pond(s)	\$ _____
b) Erosion and Sedimentation Controls	\$ _____
c) Restoration	\$ _____
d) Sidewalks	\$ _____
e) Parkland	\$ _____

TOTAL \$ 0.00

AFTER RECORDING, RETURN TO:

City of Bastrop
Planning and Development
211 Jackson Street
Bastrop, Texas 78602