

CITY OF BASTROP, TEXAS
AGREEMENT FOR TREE MITIGATION
ALTA BLAKEY MULTIFAMILY PHASE II

The State of Texas

County of Bastrop

WHEREAS, BLAKEY OWNER APARTMENTS II, LLC, a Delaware limited liability company ("Developer"), is the developer of approximately 14.024 acres of land, situated in the City of Bastrop, Bastrop County, Texas, being the land described in that certain Special Warranty Deed dated as of March 31, 2023, and recorded on April 3, 2023, under Document No. 202304799 of the Official Public Records of Bastrop County, Texas ("Blakey Phase II Property"); and

WHEREAS, the Blakey Phase II Property is part of the real property that is the subject of that certain Land Disturbance Permit issued by the City of Bastrop on or about May 12, 2023, being City of Bastrop Permit No. 23-000048 (the "Land Disturbance Permit"), which permitted certain grading and clearing work on the Blakey Phase II Property and the other real property described in the Land Disturbance Permit;

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with tree mitigation that is required to be performed following the clearing of the trees permitted in the Land Disturbance Permit:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Bart Barrett, Vice President of WP Texas, LLC, a Delaware limited liability, the manager of WS Blakey Lane, LLC, a Delaware limited liability company, the manager of Blakey Owner Holdings, LLC, a Delaware limited liability

company, the duly authorized manager of Developer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of the tree mitigation to be performed and completed on the Blakey Phase II Property.

1.00 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction on the Blakey Phase II Property. Prior to the date hereof, in furtherance of its preparation of and the City's approval of the Land Disturbance Agreement, the Developer submitted a tree protection plan and protected tree survey showing the protected trees on the Blakey Phase II Property and the measures of tree protection to be employed by Developer on the Blakey Phase II Property. The chart below reflects the costs attributable to tree mitigation (the "Phase II Tree Mitigation Obligation") that will be the obligation of Developer in connection with its construction of non-public site work for development of the Blakey Phase II Plat. Contemporaneously with the Developer's execution of this Agreement and as a condition precedent to the City's approval of the Final Plat of Replat Establishing Pearl 75 – Phase One (City Permit Number 23-000012) (the "Phase I Final Plat"), Developer shall deliver a fiscal surety bond to secure Developer's Phase II Tree Mitigation obligation (the "Tree Mitigation Bond") in the amount stated under "Full Mitigation Cost" below. Developer shall cause the Phase II Tree Mitigation Obligation to be satisfied no later than two (2) years after the date of this Agreement (the "Mitigation Deadline") either in connection with the development of the Blakey Phase II Property (through tree on site planting and a combination of payment into the City's Tree Preservation Fund) or through a separate City approved permit. Should Developer fail to satisfy the Phase II Tree Mitigation Obligation by the Mitigation Deadline, the City shall have the right to cause

Developer to replace the Tree Mitigation Bond with a cash escrow fund in the amount of the Full Mitigation Cost (the "Future Mitigation Escrow") which Future Mitigation Escrow may be used by the City to be deposited into the Tree Preservation Fund or to plant trees in other locations established by the City within the City limits. Promptly following Developer's satisfaction of the Phase II Tree Mitigation Obligation or depositing the Full Mitigation Cost into the Future Mitigation Escrow, whichever occurs first, the City shall release the Tree Mitigation Bond, and Developer shall have no additional obligations under this Agreement.

Tree (inches) to be replanted	393 trees (1,570 inches)
Dollar Equivalent of total trees to be replanted	\$235,800.00
Full Mitigation Costs	\$235,800.00

The City Engineer does hereby confirm his approval of the above-referenced Full Mitigation Cost.

Signature of City Engineer

2.00 On Site Tree Mitigation Obligation Costs

All costs associated with or incurred in connection with the Phase II Tree Mitigation Obligation are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs for the Public Infrastructure Improvements have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City. The Full Mitigation Amount and the Tree Mitigation Obligation were established using the chart attached

hereto as Exhibit A.

3.00 Miscellaneous Provisions

3.10 Bonds

The Developer will provide the City with proof of payment to the surety and that all other obligations of the Developer or its general contractor have been met in order for the bonds to be binding upon the surety.

3.20 Public Liability

The Developer shall further require the contractor(s) performing the on site tree mitigation on the Blakey Phase II Property to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

3.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the

Agreement, or on or about the Blakey Phase II Property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind (each a "Claim" and collectively, the "Claims"), including all expenses of litigation, court costs and reasonable attorney fees for injury to or death of any person or for any damage to any property, but not including special, punitive or consequential damages, arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the Blakey Phase II Property. This indemnity shall apply whether the Claims arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, or any other form of negligence, but not for Claims resulting or arising from the City's sole negligence, gross negligence or willful misconduct. The City shall be responsible only for any Claims resulting or arising from the City's sole negligence, gross negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the Claims arise in

whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

3.40 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.60 Assignment

This Agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein. Notwithstanding the foregoing, however, Developer shall have the right to assign its rights hereunder to any future owner of all or any part of the Blakey Phase II Property so long as such assignee enters into a joinder to this Agreement and confirms to the City that the insurance, bond, and other requirements hereunder continue to be satisfied.

Signature Page Follows

Planning and Development Department

Exhibit A
Tree Mitigation Obligation Chart

POINT NUMBER	FULL DESCRIPTION	SPECIES	INCHES	PROTECTED INCHES	Heritage
80978	12.5" CEDAR ELM	CEDAR ELM	12.5	0	
80979	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
80980	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
80981	13" CEDAR ELM	CEDAR ELM	13	13	
80982	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
80983	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
80984	15" CEDAR ELM	CEDAR ELM	15	15	
80985	13" CEDAR ELM	CEDAR ELM	13	13	
80986	16.5" CEDAR ELM	CEDAR ELM	16.5	16.5	
80987	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
80988	15" CEDAR ELM	CEDAR ELM	15	15	
80989	19.5" MESQUITE	MESQUITE	19.5	0	
80990	15" MESQUITE	MESQUITE	15	0	
80991	13.5" CEDAR ELM	CEDAR ELM	13.5	13.5	
80992	20" MESQUITE	MESQUITE	20	0	
80993	17" MESQUITE	MESQUITE	17	0	
80994	32" MESQUITE	MESQUITE	32	0	
80995	23" MESQUITE	MESQUITE	23	0	
80996	15" MESQUITE	MESQUITE	15	0	
80997	17" MESQUITE	MESQUITE	17	0	
80998	19.5" MESQUITE	MESQUITE	19.5	0	
80999	15" MESQUITE	MESQUITE	15	0	
81000	13" MESQUITE	MESQUITE	13	0	
81001	15" CEDAR ELM	CEDAR ELM	15	15	
81002	24" CEDAR ELM	CEDAR ELM	24	24	Heritage
81003	23.5" CEDAR ELM	CEDAR ELM	23.5	23.5	
81004	15.5" CEDAR ELM	CEDAR ELM	15.5	15.5	
81005	31" LIVE OAK	LIVE OAK	31	31	Heritage
81006	20" CEDAR ELM	CEDAR ELM	20	20	
81007	15" CEDAR ELM	CEDAR ELM	15	15	
81008	14" CEDAR ELM	CEDAR ELM	14	14	
81009	14" CEDAR ELM	CEDAR ELM	14	14	
81010	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81011	15" CEDAR ELM	CEDAR ELM	15	15	
81012	15" CEDAR ELM	CEDAR ELM	15	15	
81013	14" MESQUITE	MESQUITE	14	0	
81014	17.5" CEDAR ELM	CEDAR ELM	17.5	17.5	
81015	12.5" CEDAR ELM	CEDAR ELM	12.5	0	
81016	24" CEDAR ELM	CEDAR ELM	24	24	Heritage
81017	17" CEDAR ELM	CEDAR ELM	17	17	

81018	17" CEDAR ELM	CEDAR ELM	17	17	
81019	12.5" CEDAR ELM	CEDAR ELM	12.5	0	
81020	14" CEDAR ELM	CEDAR ELM	14	14	
81021	14" CEDAR ELM	CEDAR ELM	14	14	
81022	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81023	15" CEDAR ELM	CEDAR ELM	15	15	
81025	15" CEDAR ELM	CEDAR ELM	15	15	
81027	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81028	12.5" CEDAR ELM	CEDAR ELM	12.5	0	
81029	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81030	17" CEDAR ELM	CEDAR ELM	17	17	
81031	24.5" CEDAR ELM	CEDAR ELM	24.5	24.5	Heritage
81032	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81033	14" CEDAR ELM	CEDAR ELM	14	14	
81034	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81035	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5	
81036	14" CEDAR ELM	CEDAR ELM	14	14	
81037	19.5" CEDAR ELM	CEDAR ELM	19.5	19.5	
81038	15" CEDAR ELM	CEDAR ELM	15	15	
81039	15" CEDAR ELM	CEDAR ELM	15	15	
81040	17.5" CEDAR ELM	CEDAR ELM	17.5	17.5	
81041	16.5" CEDAR ELM	CEDAR ELM	16.5	16.5	
81042	13" LIVE OAK	LIVE OAK	13	13	
81043	31.5" CEDAR ELM	CEDAR ELM	31.5	31.5	Heritage
81044	13" CEDAR ELM	CEDAR ELM	13	13	
81045	13" CEDAR ELM	CEDAR ELM	13	13	
81059	12.5" CEDAR ELM	CEDAR ELM	12.5	0	
81060	13" CEDAR ELM	CEDAR ELM	13	13	
81061	13.5" CEDAR ELM	CEDAR ELM	13.5	13.5	
81062	15" CEDAR ELM	CEDAR ELM	15	15	
81063	15.5" CEDAR ELM	CEDAR ELM	15.5	15.5	
81064	15" CEDAR ELM	CEDAR ELM	15	15	
81065	14" CEDAR ELM	CEDAR ELM	14	14	
81066	16" CEDAR ELM	CEDAR ELM	16	16	
81067	15.5" CEDAR ELM	CEDAR ELM	15.5	15.5	
81068	25" CEDAR ELM	CEDAR ELM	25	25	Heritage
81069	16.5" MESQUITE	MESQUITE	16.5	0	
81070	12.5" CEDAR ELM	CEDAR ELM	12.5	0	
81071	13" CEDAR ELM	CEDAR ELM	13	13	
81072	16" CEDAR ELM	CEDAR ELM	16	16	
81073	15.5" CEDAR ELM	CEDAR ELM	15.5	15.5	
81074	13.5" CEDAR ELM	CEDAR ELM	13.5	13.5	
81075	13" CEDAR ELM	CEDAR ELM	13	13	
81076	16.5" CEDAR ELM	CEDAR ELM	16.5	16.5	
81077	14" GUM	GUM	14	14	

81078	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5
81079	14.5" MESQUITE	MESQUITE	14.5	0
81080	15.5" CEDAR ELM	CEDAR ELM	15.5	15.5
81081	22" CEDAR ELM	CEDAR ELM	22	22
81082	12.5" CEDAR ELM	CEDAR ELM	12.5	0
81083	15" CEDAR ELM	CEDAR ELM	15	15
81084	13.5" CEDAR ELM	CEDAR ELM	13.5	13.5
81085	18" CEDAR ELM	CEDAR ELM	18	18
81086	14" CEDAR ELM	CEDAR ELM	14	14
81087	14.5" GUM	GUM	14.5	14.5
81088	21" CEDAR ELM	CEDAR ELM	21	21
81089	14" CEDAR ELM	CEDAR ELM	14	14
81090	13" CEDAR ELM	CEDAR ELM	13	13
81091	13" CEDAR ELM	CEDAR ELM	13	13
81092	13" CEDAR ELM	CEDAR ELM	13	13
81093	15" CEDAR ELM	CEDAR ELM	15	15
81096	13.5" CEDAR ELM	CEDAR ELM	13.5	13.5
81100	13.5" CEDAR ELM	CEDAR ELM	13.5	13.5
81101	16" CEDAR ELM	CEDAR ELM	16	16
81102	15" CEDAR ELM	CEDAR ELM	15	15
81103	16" CEDAR ELM	CEDAR ELM	16	16
81104	12.5" CEDAR ELM	CEDAR ELM	12.5	0
81105	13" CEDAR ELM	CEDAR ELM	13	13
81106	13" CEDAR ELM	CEDAR ELM	13	13
81107	14.5" CEDAR ELM	CEDAR ELM	14.5	14.5
81108	16" CEDAR ELM	CEDAR ELM	16	16
81109	15" CEDAR ELM	CEDAR ELM	15	15
81110	13" GUM	GUM	13	13
81111	14" CEDAR ELM	CEDAR ELM	14	14
81112	13" CEDAR ELM	CEDAR ELM	13	13
81113	15" GUM	GUM	15	15
81114	18" CEDAR ELM	CEDAR ELM	18	18
81115	16" HACKBERRY	HACKBERRY	16	0
81120	17.5" CEDAR ELM	CEDAR ELM	17.5	17.5
81121	13" CEDAR ELM	CEDAR ELM	13	13
81122	12.5" CEDAR ELM	CEDAR ELM	12.5	0
81123	13" CEDAR ELM	CEDAR ELM	13	13
81124	12.5" HACKBERRY	HACKBERRY	12.5	0
81126	15" CEDAR ELM	CEDAR ELM	15	15
81129	14" CEDAR ELM	CEDAR ELM	14	14
81320	15" MESQUITE	MESQUITE	15	0
81321	19" MESQUITE	MESQUITE	19	0
81325	25.5" MESQUITE	MESQUITE	25.5	0
81326	29.5" MESQUITE	MESQUITE	29.5	0
81327	17.5" MESQUITE	MESQUITE	17.5	0

81328	18" MESQUITE	MESQUITE	18	0
81332	26.5" PECAN	PECAN	26.5	0
81336	22.5" MESQUITE	MESQUITE	22.5	0
81337	24.5" MESQUITE	MESQUITE	24.5	0

134	TOTAL TREES
100	PROTECTED TREES
6	Heritage TREES
1570	INCHES
393	4" TREES BY REPLANTING
\$	MITIGATION FEE IN LIEU OF
235,800.00	PLANTING