

MUNICIPAL SERVICES AGREEMENT

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF BASTROP, TEXAS AND BASTROP COLORADO BEND, LLC**

This Municipal Services Agreement (“**Agreement**”) is entered into on this ____ day of February 2022 by and between the City of Bastrop, Texas, a home rule municipality of the State of Texas (“**City**”), and Bastrop Colorado Bend, LLC, a Texas limited liability company (“**Owner**”). In this Agreement, City and Owner are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Bastrop County, Texas, which consists of approximately 348.1 acres* of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“**Property**”);

WHEREAS, Owner has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (“**Development Agreement**”), requesting full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s

*Owner does not represent or warrant that it has ownership of all land described in Exhibit A. Owner can only make binding and enforceable commitments or agreements over land that it actually owns. Owner does not own property under the Colorado River and disclaims any right to make any binding commitment or agreement over such property.

infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement executed by the City Manager on the 22nd day of June, 2021, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. Fire Services.** This area is within the ESD #2 Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with ESD #2. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. Libraries.** Bastrop Public Library provides library services.
- e. Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned EC (Employment Center), or in a manner that is not inconsistent with land uses provided in the Development Agreement, following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. Notwithstanding the foregoing, the Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.
- h. Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the area in accordance with standard City policy as the area develops.
- i. Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops.

- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The area to be annexed will be served water by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.
- m. Sewer Service.** The area to be annexed will be served by wastewater service by the City of Bastrop. Subject to related agreements between the City and Owner, extension of services to serve the site will be at the Owner's expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. SCHEDULE.** Due to the size and vacancy of the Property, the plans, and schedule for the development of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

- a. Water.** Water service and maintenance of water facilities as follows:
 - i.** Inspection of water distribution lines as provided by statutes of the State of Texas.
 - ii.** The City intends to provide water services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and, subject to related agreements, pay the costs of line extension and construction of such facilities necessary to provide water service to the Property as required in City ordinances. Upon acceptance of off-site improvements required by the Development Agreement, water service

will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.

b. Wastewater. Wastewater service and maintenance of wastewater facilities as follows:

- i.** Inspection of sewer lines as provided by statutes of the State of Texas.
 - ii.** The City intends to provide wastewater services to the Property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and, subject to related agreements, pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Property as required in City ordinances. Upon acceptance of any off-site improvements required by the Development Agreement, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the Property, the terms and provisions of the Development Agreement shall govern and control.
- 6. AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
 - 7. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this

Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

8. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.
10. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Ann Franklin
Title: City Secretary

By: _____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

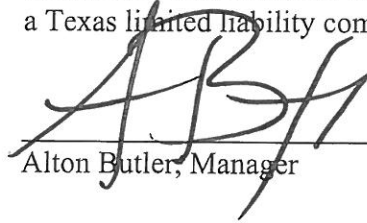
This instrument was acknowledged before me on this ____ day of _____, 2022, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company



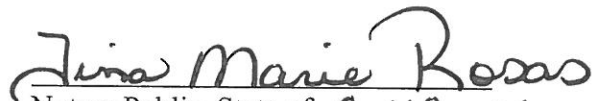
Alton Butler, Manager

THE STATE OF California §

COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 9th day of February 2022,
by Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, on
behalf of said limited liability company for the purposes set forth herein.

(SEAL)


Notary Public, State of California



FIELD NOTES

THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

THENCE, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

THENCE, continuing across said 546.364 acre tract, the following two (2) courses and distances:

- 1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
- 2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

- 1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
- 2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
- 3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
- 4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
- 5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
- 6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
- 7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
- 8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
- 9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
- 10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
- 11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
- 12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
- 13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
- 14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
- 15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
- 16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

THENCE, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

THENCE, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:

- 1) N84°06'49"E a distance of 554.84 feet;
- 2) N74°14'36"E a distance of 638.98 feet;
- 3) N70°04'04"E a distance of 506.08 feet;
- 4) N75°55'45"E a distance of 346.22 feet;
- 5) N79°50'42"E a distance of 670.03 feet;
- 6) N65°43'00"E a distance of 758.29 feet;
- 7) N75°40'31"E a distance of 481.30 feet;

THENCE, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenska and Cindy Mikulenska by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

THENCE, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

THENCE, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY:  1/25/2022

Stephen R. Lawrence, R.P.L.S. No. 6352

Carlson, Brigrance & Doering, Inc.

Firm ID #10024900

12129 RR 620 N. Ste. 600

Austin, Texas 78750

(512) 280-5160 (512) 280-5165 (Fax)

stephen@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

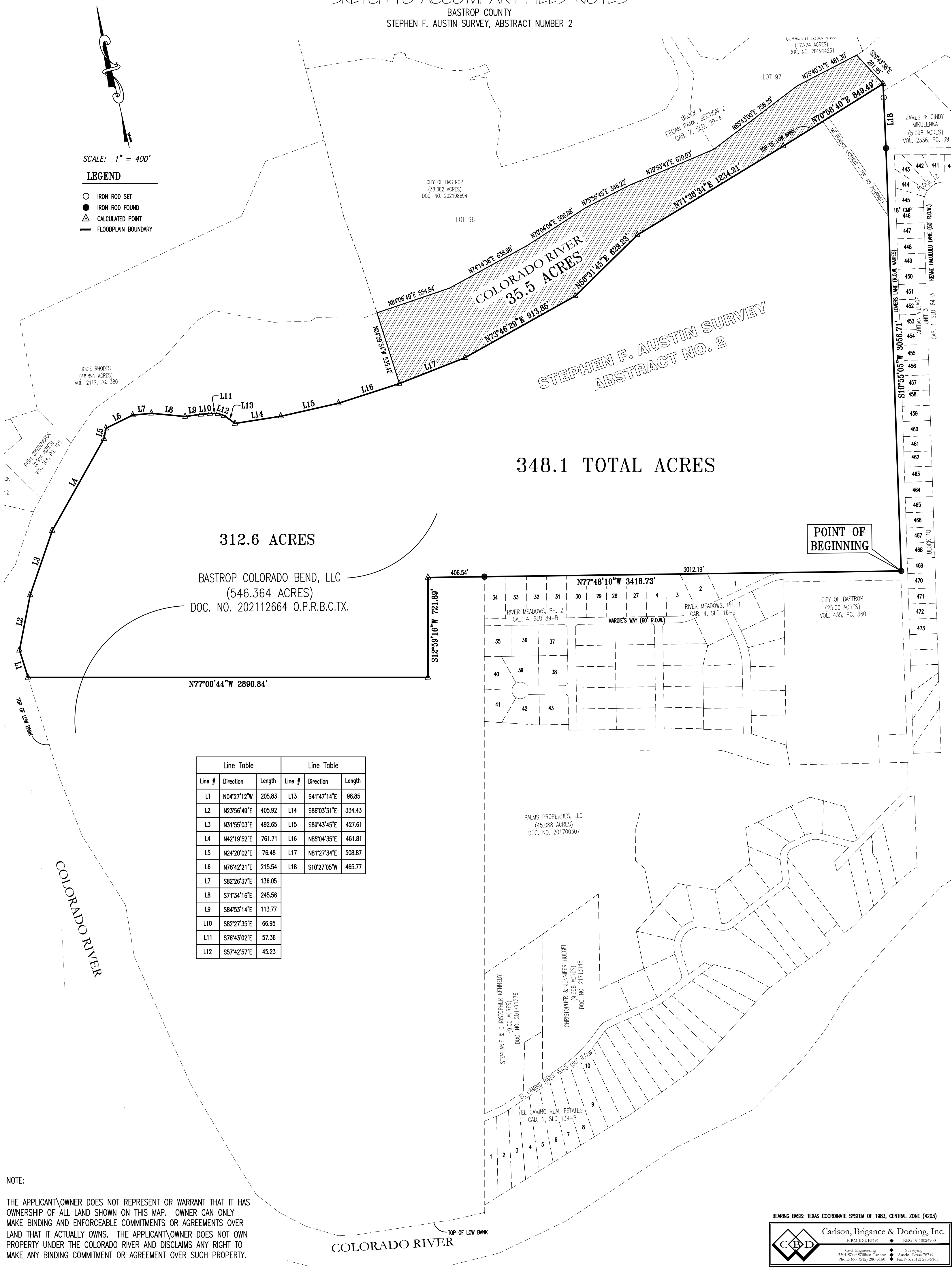
SKETCH TO ACCOMPANY FIELD NOTES

BASTROP COUNTY
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- △ CALCULATED POINT
- FLOODPLAIN BOUNDARY



348.1 TOTAL ACRES

312.6 ACRES

BASTROP COLORADO BEND, LLC
(546.364 ACRES)
DOC. NO. 202112664 O.P.R.B.C.TX.

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N04°27'12"W	205.83	L13	S41°47'14"E	98.85
L2	N23°56'49"E	405.92	L14	S86°03'31"E	334.43
L3	N31°55'03"E	492.65	L15	S89°43'45"E	427.61
L4	N42°19'52"E	761.71	L16	N85°04'35"E	461.81
L5	N24°20'02"E	76.48	L17	N81°27'34"E	508.87
L6	N76°42'21"E	215.54	L18	S10°27'05"W	465.77
L7	S82°26'37"E	136.05			
L8	S71°34'16"E	245.56			
L9	S84°53'14"E	113.77			
L10	S82°27'35"E	66.95			
L11	S76°43'02"E	57.36			
L12	S57°42'57"E	45.23			

NOTE:

THE APPLICANT/OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT/OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

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