

**AMENDED AND RESTATED AGREEMENT  
FOR DEVELOPMENT OF LAND**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF BASTROP**         §

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This Amended and Restated Agreement for Development of Land (“MOU Amendment”) is between the City of Bastrop, Texas (“City”), a home rule city located in Bastrop County, Texas, and DM Pecan Park Associates, Ltd., a Texas limited partnership (“Owner”) (City and Owner are collectively referred to as the “Parties”).

**INTRODUCTION**

City and Owner entered into the Memorandum of Understanding for Development of Land dated December 12, 2013 (“MOU”), covering approximately 311 acres of land as more particularly described in the MOU (“Original Property”) pertaining to development of a planned, mixed-use community. Approximately 242 acres of the Original Property have been developed as a residential development, and Owner is no longer associated with the foregoing residential development. Owner currently owns approximately 62.74 acres of commercial parcels comprised of a portion of the Original Property as more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes (“Land”). Section 7.02 of the MOU provides that the MOU may be amended as to all or a portion of the property covered by the MOU at any time by mutual written consent of the City and Owner, and City and Owner desire to amend and restate the MOU as more particularly described in this MOU Amendment. Owner intends to develop, or sell to others for development, the Land as a planned, mixed-use community, locally referred to as “Pecan Park,” that will consist of commercial, retail, office and residential uses (“Project”) generally in accordance with the concept plan attached as Exhibit “B” (“Concept Plan”). The Concept Plan depicts the planned roadway network and the portions of the Original Property initially contemplated for commercial land use (“Commercial Parcels”) under the MOU Amendment, as depicted therein (the Commercial Parcels sometimes referred to herein as the “Parcels”). The terms of this MOU Amendment shall apply to any party, successor or assign who is developing all or any portion of the Land and in compliance with Exhibit “B”, i.e., the Concept Plan. Development of the Land is expected to add significant new tax revenues to the City's tax base, create jobs and stimulate the overall local economy. Therefore, Owner and City wish to enter into this MOU Amendment, which will encourage comprehensive planning for development of the Land, provide the Owner with certainty of regulatory requirements throughout the term of this MOU Amendment, and result in a high-quality subdivision. The terms of this MOU Amendment shall apply to any party, successor or assign who is developing all or any portion of the Land and in compliance with Exhibit “B”, i.e., the Concept Plan.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**ARTICLE I.  
DEFINITIONS**

**Section 1.01 Definitions.** In addition to the term defined elsewhere in this MOU Amendment or in City's Code of Ordinances, the following terms and phrases used in this MOU Amendment will have the meanings set out below:

Agnes Street Extension: Shall mean the extension of Agnes Street from Sterling Drive through the Pecan Park Development to its western boundary.

City Manager: The City of Bastrop's City Manager.

Concept Plan: Owner's plan, as depicted in Exhibit B," which illustrates the planned roadway network and various anticipated land uses for the Project.

Director: City's Director of Planning and Development.

Effective Date of this MOU Amendment: This MOU Amendment will not be in effect until after the City has approved and executed the Amended Preliminary Plat. The Effective Date is the latest date when one or more counterparts of this MOU Amendment and Amended Preliminary Plat, individually or taken together, bear the signature of all Parties.

Final Plat: A map of the subdivision, addition or development, which is to be recorded in the Bastrop County Clerk Plat Records after Owner's deposit of any required fiscal assurance with the City and upon final approval of the plat by the City.

Original Owner: Shall mean originally DM Pecan Park Associates, Ltd., or its legal successors in interest.

Owner: Shall mean Original Owner or any subsequent owner of any portion of the Land that is a successor or assignee of rights from Owner in accordance with Section 7.03 of this MOU Amendment.

Owners' Association: One or more non-profit entities whose membership includes the owners of real property within Pecan Park created for the purpose of maintenance and repair of privately owned roads (if any are approved by City on a Final Plat), common open space and park areas, together with other common and related facilities and areas within Pecan Park.

## **ARTICLE II. DEVELOPMENT**

**Section 2.01 Development.** Owner intends to develop the Land in phases. City acknowledges that the portions of the Land not under active development may remain in use for agricultural or ranching purposes and/or wildlife management, if otherwise allowed by law.

**Section 2.02 Concept Plan.** City hereby confirms its approval of the Concept Plan (as shown on Exhibit “B” for the Land). The roadway network, including the Agnes Street Extension, shown on the Concept Plan generally reflects the roadway network depicted on the Amended Preliminary Plat. Additional public roadways will not be required to service the Pecan Park commercial area. The MOU is amended to state that the Concept Plan shall include and reflect only the roadway network and commercial land use as set forth on Exhibit “B” of this MOU Amendment with respect to the Concept Plan for the Commercial Property and acknowledges that the Concept Plan will conform and update the City’s Master Transportation Plan.

**Section 2.03 Term of Approval.** The Concept Plan will be effective for the term of this MOU Amendment, unless otherwise amended or revised by mutual agreement of the Parties. Once a portion of the roadway network for the Project has been approved by Final Plat, the City shall not alter the approved roadway network depicted on the Final Plat, currently assumed to be as shown on the Concept Plan regardless of the term of this MOU Amendment, unless mutually agreed by the Parties.

**Section 2.04 Amendments.** Due to the fact that the Project comprises a significant land area and its development will occur over a number of years, Owner may make minor amendments to the Concept Plan, but only as it applies to the portion of Land owned by Owner, and only upon notification of approval of the amendment by the Director of Planning and Development. The Director of Planning and Development reserves the right to take any request for amendment or revision, even if deemed minor by Owner, to the City Council for approval, in their sole discretion. Platting the Amended Preliminary Plat large parcels into smaller lots of at least one acre shall be considered a minor revision and will not require submittal or approval of a new or revised Amended Preliminary Plat.

**Section 2.05 Review/Submittal Fees.** Owner shall pay City's then current application, and review fees, which are applicable to all other development applicants, at the time of each submission. The City hereby waives all fees in connection with this MOU Amendment and the Amended Preliminary Plat. Owner recognizes that due to the fact that the development will occur over a number of years, the City's fees that will be applicable to the development may be updated by action of the City Council, from time to time.

**Section 2.06 Building Code Compliance.** Structures constructed on the Land shall comply with the building code that is in effect in the City at the start of construction of the structure, unless otherwise provided in this MOU Amendment.

**ARTICLE III.  
SALES AND INFORMATION CENTER**

**Section 3.01 Sales and Information Center.** Owner desires to install and maintain a sales and information center on a portion of the Property ("Sales and Information Center"). Owner and City agree that the Ordinance No. 2015-14 and No. 2021-18, as amended, and City of Bastrop Code. Ordinances shall regulate the use and development of the Sales and Information Center.

**ARTICLE IV.  
ECONOMIC INCENTIVES**

**Section 4.01 Economic Incentive Program.** All costs and expenses for designing, bidding, constructing, and installing the Project Facilities to be constructed by the Owner shall be paid by Owner. Owner shall be eligible for reimbursement via a separate incentives agreement with the City to be negotiated and executed prior to development of each phase of the development.

**ARTICLE V  
SIGNS**

**Section 5.01 Signs.** Owner desires to install signage on the Land as generally depicted on Exhibit "D" ("Sign Plan" and "Sign Plan Designs" as previously approved within the original approved Memorandum of Understanding). The exact locations of the signs shall be determined by mutual agreement of the Parties, upon development of the Land. Owner and City agree that the Sign Plan shall regulate the use and operation of signs throughout the Land. If Owner desires to install signs after the execution of this MOU Amendment that are not in conformance with Exhibit "D", then Owner shall submit an application to the City, in accordance with the City's Code of Ordinances.

**ARTICLE VI.  
INFRASTRUCTURE IMPROVEMENTS**

**Section 6.01 Water and Wastewater Utility Commitments.** The City hereby acknowledges and agrees that it has capacity, and it will provide potable water and wastewater utility service for the commercial area(s). Payment of required tap and impact fees will be paid by the Owner to the City at the time when the Final Plat has been recorded and building construction plans have been approved.

**Section 6.02 Wastewater Improvements.** On-site and Off-site wastewater lines, improvements and connections to the City's system, shall be determined by the City of Bastrop and hereby referred to as (the "Wastewater Collection System"), The Wastewater Collection System connection(s) will be provided by Owner, except as in accordance with Section 6.06 of this MOU Amendment. The Wastewater Collection System infrastructure required for future development of the Land will be provided by the Owner of the portion of the Land to be served. The construction plans for the Wastewater Collection System will be prepared by Owner and submitted to the City for review and approval in accordance with City's Code of Ordinances, except as in accordance with Section 6.06 of this MOU Amendment.

**Section 6.03 Water Improvements.** All On-site and Off-site waterlines, improvements, and connections to the existing City water lines (the "Water Distribution System") required for development of the Land will be constructed by Owner. The Water Distribution System and its connection(s) to the City's water distribution system will be constructed by Owner, in conformity with the City's Code of Ordinances, except as in accordance with Section 6.06 of this MOU Amendment. Owner shall provide the City hydraulic modeling for the Project in accordance with generally accepted engineering practices. The City's engineer will evaluate the hydraulic model for accuracy and will determine if on-site water improvements will be required.

**Section 6.04 Stormwater Drainage.** Other than the Stormwater Drainage, culverts, piping, connections and/or other related improvements that are located within the Agnes Street Extension R.O.W., in accordance with Section 6.06 of this MOU Amendment, Owner shall construct onsite and off-site drainage improvements to convey storm water from the Land and accommodate natural flows from adjacent properties to the Colorado River in compliance with any applicable State or Federal law related to storm water drainage and discharge (the "Drainage Improvements"). City shall not require Owner to construct on-site detention on any portion of the Land within the natural drainage area of the Land. If necessary, any off-site stormwater easements shall be obtained by the Owner with assistance from the City.

The Drainage Improvements may include excess capacity above and beyond (i) what is necessary to serve the Land and (ii) any existing or natural flow from adjacent properties. After the Drainage Improvements are constructed, Owner shall be solely responsible for negotiating agreements with adjacent property owner(s) who desire to use any excess capacity (if available) of the Drainage Improvements. Owner's engineer shall notify City engineer of the amount of flow discharge to the Drainage Improvements as agreed to by Owner and any adjacent property owner. City shall have no role in these negotiations or agreements. All such agreements shall be filed by Owner in the Bastrop County Records.

**Section 6.05 Traffic Impact Analysis.** The City and Owner agree the roadways depicted on the Amended Preliminary Plat are the roads needed to provide reasonable connectivity on the Land and the Owner will not have any financial obligations as related to the Existing TIA dated September 2015 and approved by the City. The Owner shall not be required to provide (i) additional study, modification, or amendment with respect to the Pecan Park Traffic Impact Analysis dated September 2015 prepared by Alliance Transportation Group ("Existing TIA"), or (ii) preparation or submittal of any new traffic analysis.

**Section 6.06. Agnes Street Extension.** The City will be responsible for all of the improvements associated with this 80' R.O.W. for the Agnes Street Extension included but not limited to; the design, engineering, construction management, permits, fees and inspections, street improvements (base, pavement, curb, gutter, grading, etc.), waterlines and connections, wastewater lines and connections, all dry utilities related to the street lighting, stormwater drainage and culverts/piping crossing located under the Agnes Street Extension R.O.W. that may be necessary to conform & accommodate the Owner's site master drainage plans, street signage, sidewalks, finish grading and landscaping, black street light poles, any off-site improvements, and any other associated

cost. The City agrees to complete construction of the Agnes Street Extension on or before May 1, 2025. The 80' R.O.W. for the Agnes Street Extension located within Pecan Park will be dedicated by the Owner to the City for the construction of the road upon the approval of the Pecan Park Amended Preliminary Plat and at the time of execution of this MOU Amendment by both parties. The City's design and construction of the Agnes Street Extension shall accommodate the Owner's Engineer's design and design heights for Orchard Parkway and Pecan Park's master planned drainage design across (and/or under) that the Agnes Street Extension R.O.W. and along the western boundary of the Pecan Park commercial areas.

**Section 6.07 Greenleaf Fisk Drive.** The construction of Greenleaf Fisk Drive may be postponed until the development of Lot 7 (Amended Preliminary Plat). Greenleaf Fisk Drive may be constructed in phases as needed to provide public access to final platted lot(s) located within Lot 7. If Lot 7 is platted as one (1) lot and not subdivided into smaller lots, Greenleaf Fisk Dr. shall be constructed in its entirety prior to the final plat being recorded. If the Agnes Street Extension is not completed by the City on or before May 1, 2025, the Owner may complete construction of the Agnes Street Extension. In that case the Owner will dedicate the 63' R.O.W. for Greenleaf Fisk Drive to the City and will not have any construction, financial or other obligations with respect to Greenleaf Fisk Drive.

**Section 6.08 Orchard Parkway Extension.** The Owner will complete Orchard Parkway located on their Land either in phases as Final Plats are filed or will complete the extension of Orchard Parkway to the Agnes Street Extension within one (1) year after the City's completion of construction of the Agnes Street Extension.

## **ARTICLE VII. TERM, ASSIGNMENT AND REMEDIES**

**Section 7.01 Term.** The term of this MOU Amendment will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this MOU Amendment or by written agreement of City and Owner. At any time prior to the expiration of fifteen (15) years, this MOU Amendment may be extended by mutual agreement of Owner and City for up to one (1) additional successive fifteen (15) year period.

**Section 7.02 Termination and Amendment by Agreement.** This MOU Amendment may be terminated or amended as to all or a portion of the Land at any time by mutual written consent of City and Owner. In addition, Owner may unilaterally terminate this MOU Amendment in the event that it elects not to proceed with any development under the MOU Amendment, for economic reasons or otherwise. Owner shall be required to demonstrate to the City at the time of termination, that all obligations of Owner, as contemplated by this MOU Amendment and all applicable City ordinances and regulations, have been met including all required infrastructure for existing recorded sections of the Project has been built or bonded, all parkland and amenities for existing platted sections have been provided, and a current, updated master development plan has been submitted depicting the Project, as it exists at the time of termination.

### **Section 7.03 Assignment.**

a. This MOU Amendment, and the rights and obligations of Owner, in whole or in part, may be assigned to a subsequent Owner of all or a portion of the Land. Owner shall continue to be obligated for the performance of this MOU Amendment unless such assignment or partial assignment is approved by City Manager, which approval shall not be unreasonably withheld. City Manager reserves the right to take any assignment request to the City Council for approval, in his sole discretion. City shall have the right to request and be provided by Owner with reasonable information about assignee to determine assignee's general reputation and ability to perform the obligations so assigned. City approval shall be granted if:

(i) Assignee demonstrates its agreement to the terms of this MOU Amendment, and demonstrates that it is reasonably capable of performing the obligations assigned, as stated herein; and

(ii) Assignee has a reasonably acceptable reputation in the industry with experience in the development of projects of a similar nature, size and scope; Assignee shall provide the City Manager with a list of comparable developments, which list shall include the names and contact information (phone, address and email address) for references related to each development identified.

In the event City denies a request for approval of an assignment, the City shall specify the reasons for such denial in writing.

Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee prior to the City's approval of the Assignment.

b. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee prior to the City's approval of the Assignment.

c. If City consents to such assignment, as set forth above, then the rights and obligations of the assignee and Owner or Original Owner will be severable, and Owner (or Original Owner) will not be liable for the nonperformance of the assignee, and vice versa. In the case of nonperformance by Owner (or Original Owner) or an assignee, City may pursue all remedies against that nonperforming party, but will not impede development activities of any performing party as a result of that nonperformance.

d. This MOU Amendment is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer or user who purchases any portion of the Land either as a lot or a structure.

**Section 7.04 Remedies.**

a. If City defaults under this MOU Amendment, Owner shall give notice setting forth the event of default ("Notice") to City. In addition, if City fails to cure any alleged default within a reasonable period of time, not less than forty-five (45) days after the date of the Notice and thereafter to diligently pursue such cure to completion, Owner may terminate this MOU Amendment by providing written notice to City as to all of the Land owned by Owner, or as to the portion of the Land affected by the default, and/or Owner may pursue injunctive relief from a court of proper jurisdiction.

b. If Owner defaults under this MOU Amendment, City shall give written Notice to Owner. If Owner fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, City may terminate the MOU Amendment and/or may pursue injunctive relief from a court of proper jurisdiction.

c. Each Party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.

d. If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

**Section 7.05 Cooperation.**

a. City and Owner each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this MOU Amendment, including but not limited to the execution of such further documents as may be reasonably necessary.

b. City and Owner agree to coordinate and cooperate with each other, in connection with any permits or approvals Owner or City may need from Bluebonnet Electric Cooperative, LCRA, Bastrop County, TCEQ or any other regulatory authority in order to carry out the Concept Plan and the Project.

c. In the event of any third-party lawsuit or other claim relating to the validity of this MOU Amendment, Owner and City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this MOU Amendment.

d. Owner or City may initiate non-binding mediation on any issues in dispute and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.



**ARTICLE VIII.  
MISCELLANEOUS  
PROVISIONS**

**Section 8.01 Notice.** Any notice given under this MOU Amendment must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this MOU Amendment, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) business days after the date of mailing Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bastrop  
1311 Chestnut Street  
P.O. Box 427  
Bastrop, Texas 78602  
Attn: City Manager  
Phone: (512) 332-8800

With Required Copy to: Alan Bojorquez, City Attorney  
Bojorquez Law Firm, PC  
12325 Hymeadow Drive  
Austin, Texas 78750  
Phone: (512) 250-0411  
Fax: (512) 250-0749

Owner: DM Pecan Park Associates, Ltd.  
3503 Wild Cherry Drive  
Building 8,  
Lakeway, TX 78738  
Attn: Duke McDowell  
Phone: (512) 263-2214  
Fax: (512) 263-2318

With Required Copy to: David Hartman, Partner  
Smith-Robertson, LLC  
1717 West Sixth Street, Ste. 295  
Austin, Texas 78701  
Phone: (512) 225-1704  
Fax: (512) 225-1714

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. Owner may, by giving at least five (5) days' written notice to City, designate additional parties to receive copies of notices under this MOU Amendment.

**Section 8.02 Severability; Waiver.** If any provision of this MOU Amendment is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this MOU Amendment is not affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this MOU Amendment which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this MOU Amendment will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this MOU Amendment.

**Section 8.03 Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this MOU Amendment are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

**Section 8.04 Conflict.** Unless specifically modified by other provisions of this MOU Agreement, the City's development regulations and other ordinances, in effect at the time of the Owners filing of the Final Plat in the Bastrop County records, shall govern the development of the Project.

**Section 8.05 Time.** Time is of the essence of this MOU Amendment.

**Section 8.06 Authority for Execution.** City certifies, represents, and warrants that the execution of this MOU Amendment is duly authorized and adopted in conformity with the City Charter. Owner hereby certifies, represents, and warrants that the execution of this MOU Amendment is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.

**Section 8.07** This MOU Amendment supersedes and replaces all prior agreements, reservations, preliminary plats, and/or understandings, that have been processed by Original Owner/Owner /predecessor owner through the City, with respect to the Land.

**Section 8.08 Binding Effect.** This MOU Amendment shall be binding upon, and shall inure to the benefit of, the undersigned Parties, and their respective heirs, legal representatives, successors-in-title and assigns.

**Section 8.09 Entire Agreement.** The terms, provisions, and conditions of this MOU Amendment apply only to the Commercial Property. The terms and provisions set forth in this MOU Amendment constitute the entire agreement and understanding between the Parties with

respect to the specific subject matter addressed herein and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the MOU, to the extent inconsistent with the terms and provisions of this MOU Amendment) concerning the specific subject matter hereof. No subsequent modification or amendment of the terms and provisions of this MOU Amendment shall be effective unless it comports with the requirements for effective amendments to the MOU Amendment as set forth in Section 7.02 of the MOU Amendment.

**Section 8.10 Counterparts.** This MOU Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which are identical.

**Section 8.11 Exhibits.**

The following Exhibits are attached to this MOU Amendment, and made a part hereof for all purposes:

- Exhibit "A" - Legal Description of Commercial Property
- Exhibit "B" - Concept Plan
- Exhibit "C" - Intentionally Left Blank
- Exhibit "D" - Sign Plan & Designs for Commercial Property

The undersigned parties have executed this MOU Amendment on the dates indicated below.

CITY OF BASTROP

By: \_\_\_\_\_

Paul Hofmann, City Manager for the City of Bastrop

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me the \_\_\_ day of \_\_\_\_\_, 2022,  
By Paul Hofmann, City Manager for the City of Bastrop, on behalf of the City.

\_\_\_\_\_  
Notary Public Signature

OWNER

DM Pecan Park Associates, Ltd.,  
a Texas limited partnership

By: McDowell Development, LLC  
A Texas limited liability company  
its General Partner

\_\_\_\_\_  
By: Duke McDowell, Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the \_\_\_ day of \_\_\_\_\_, 2022, by Duke McDowell, Manager of McDowell Development, LLC, a Texas limited liability company, General Partner of DM Pecan Park Associates, Ltd., a Texas limited partnership on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
Notary Public Signature

## **EXHIBIT "A"**

### **Legal Description for Commercial Property**

Parcel 1: Block 8, Lot 1, The Final Plat of Pecan Park Commercial, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 7, Page 18-A of the Plat records of Bastrop County, Texas. (7.258 acres).

Parcel 2: Common Area 1, Pecan Park Commercial Phase 1, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Book 5, Page 146-A of the Plat records of Bastrop County, Texas. (0.126 acres).

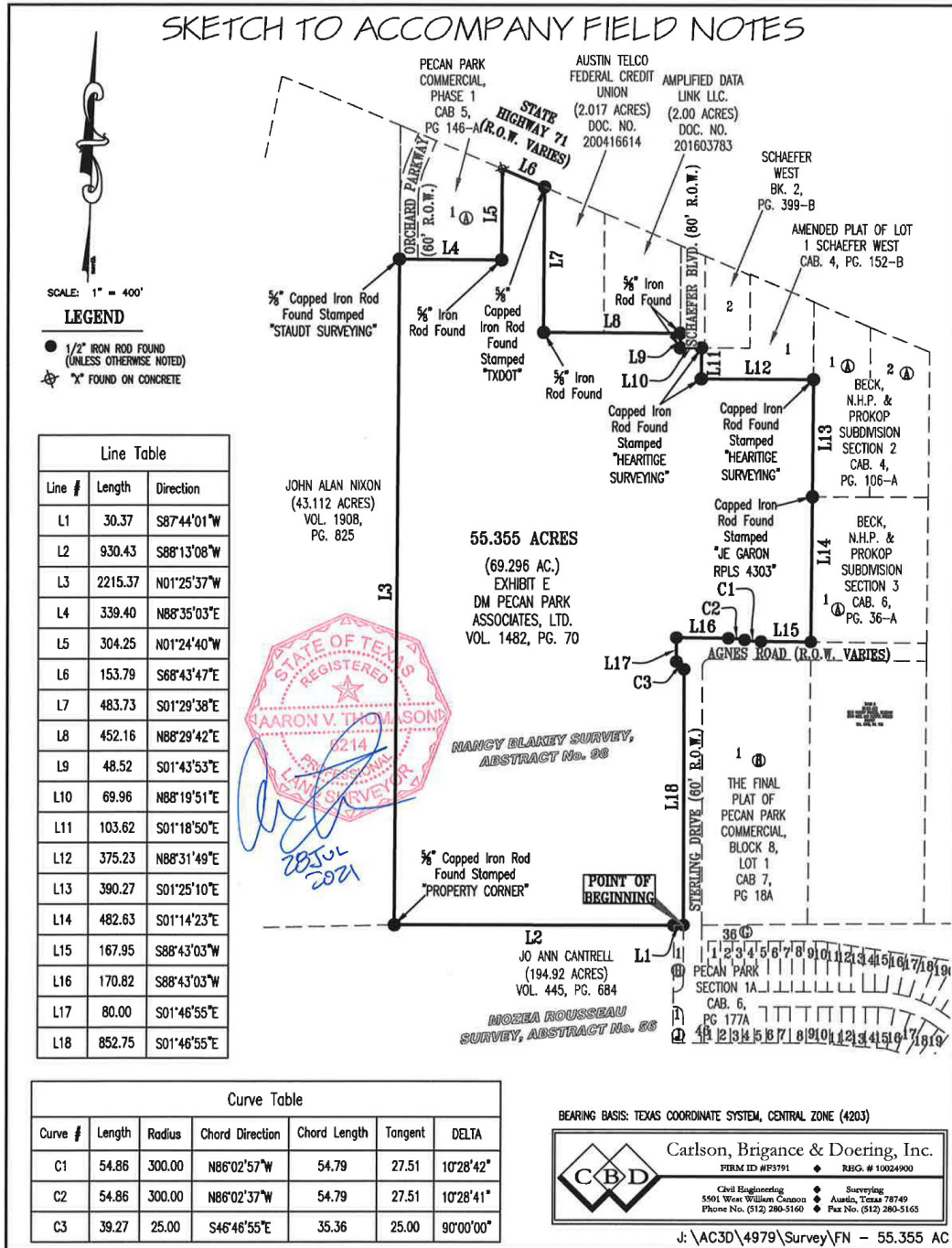
Parcel 3: 55.355 acres, more or less, located in Bastrop County, Texas, as more particularly described by metes and bounds on attached Exhibit A-1 attached hereto and incorporated herein for all purposes.

Parcel 1, Parcel 2, and Parcel 3 collectively, the Commercial Property.



# EXHIBIT "A"

## Parcel 3



{002.00230308.3}



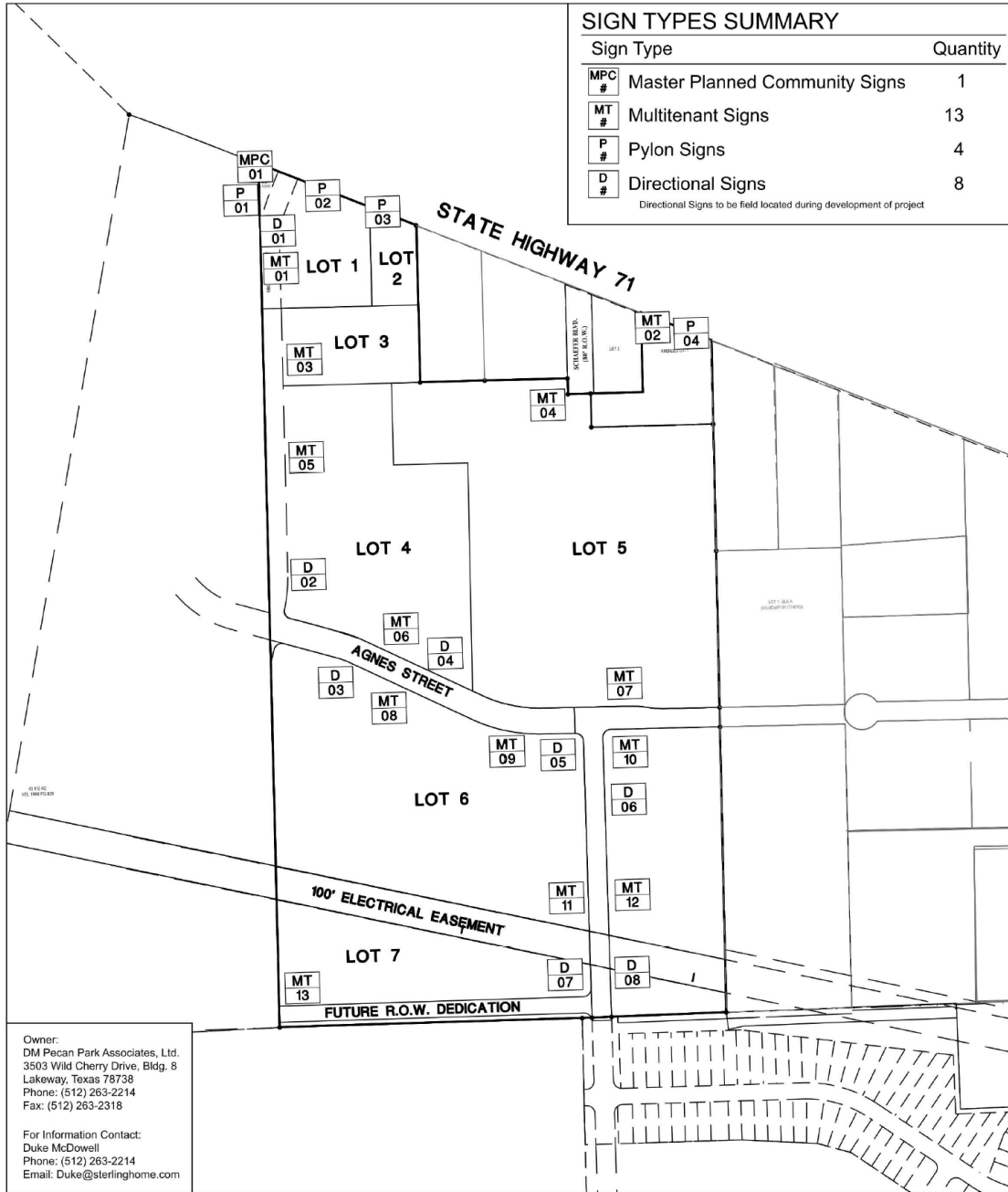


**EXHIBIT “C”**

**Intentionally Left  
Blank**

# EXHIBIT "D"

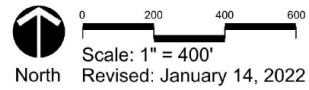
## Sign Plan for Commercial Area



**SEC Planning, LLC**  
Land Planning • Landscape Architecture • Community Branding  
AUSTIN, TEXAS  
512.246.7901 • 512.246.2701  
www.secplanning.com • info@secplanning.com

### COMMERCIAL MASTER SIGN PLAN

### PECAN PARK BASTROP, TEXAS

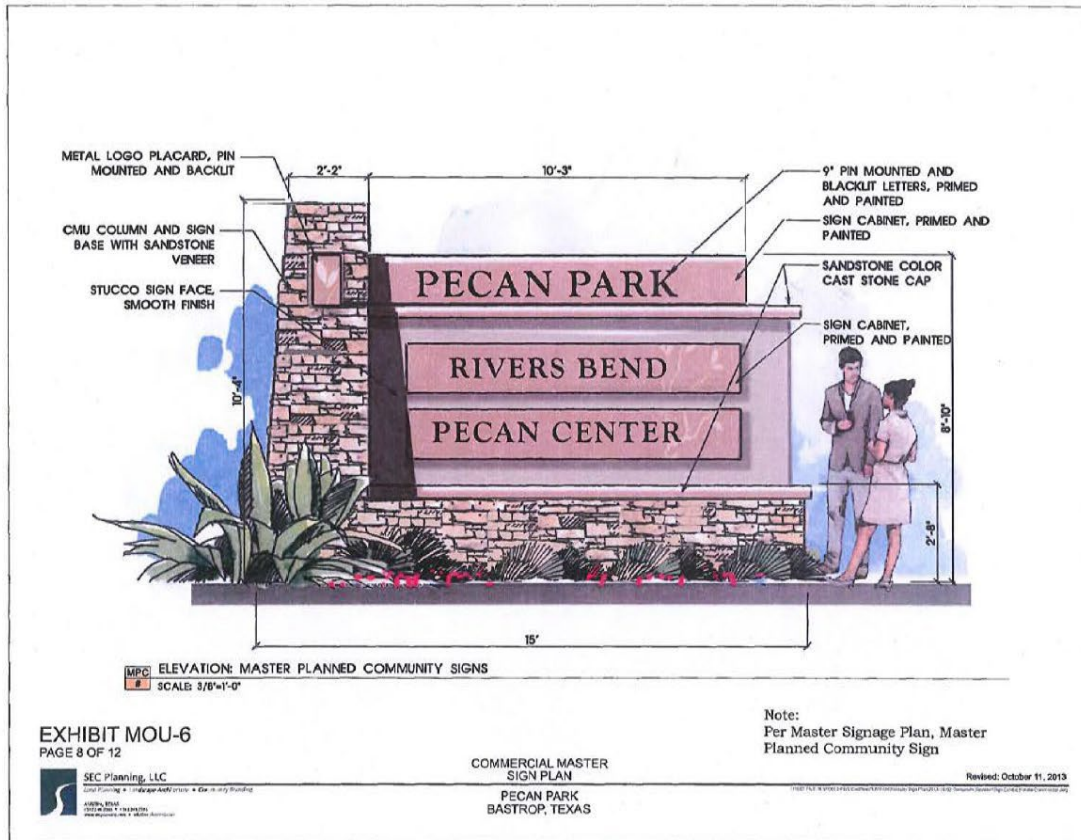


Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

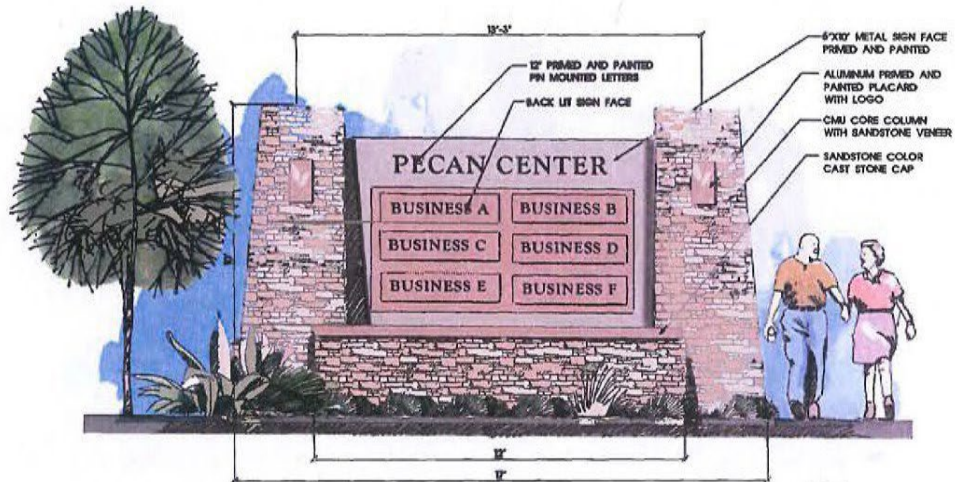
{002.00230308.3}

# EXHIBIT "D"

## Sign Plan Designs for Commercial Area



**EXHIBIT "D"**  
**Sign Plan Designs**  
**for Commercial**  
**Area**



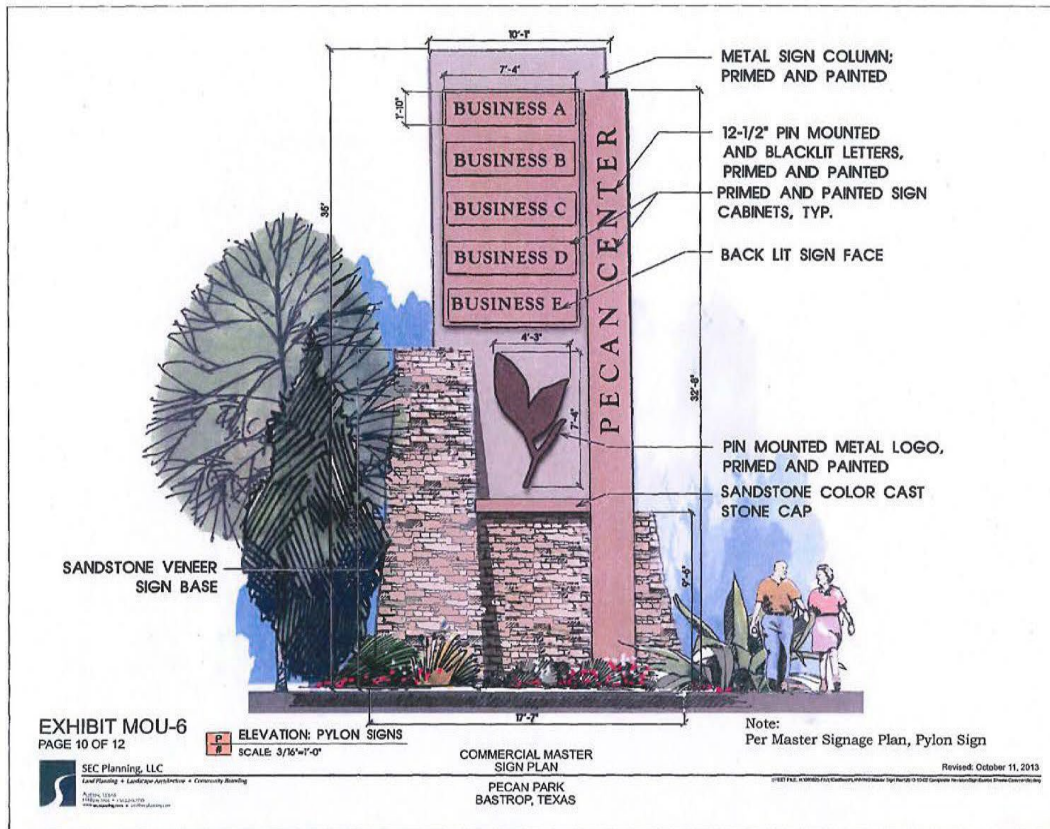
**MT 9** ELEVATION: MULTI-TENANT SIGNS  
 SCALE: 1/4"=1'-0"

Note:  
 Per Master Signage Plan, Multi-Tenant Sign



# EXHIBIT "D"

## Sign Plan Designs for Commercial Area



# EXHIBIT "D"

## Sign Plan Designs for Commercial Area

