

Planning & Zoning Commission

Special Meeting Agenda

City Council Chambers

1311 Chestnut Street

Bastrop, TX 78602



This meeting will be live streamed on the City of Bastrop Facebook Page (www.facebook.com/bastroptx) and broadcast on Spectrum channel 10 and AT&T U-verse channel 99. A recording of the meeting will also be available within 72 hours after the meeting on the City's YouTube channel (Bastrop TX Network) and in the Agendas & Minutes section of the City website (www.cityofbastrop.org).

June 3, 2021 at 6:00 P.M.

City of Bastrop Planning & Zoning Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the Commission Secretary at (512) 332-8840 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

- 1. CALL TO ORDER**
- 2. CITIZEN COMMENTS**

At this time, comments will be taken from the audience on any topic.

In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Commission cannot discuss issues raised or make any decision at this time. Instead, city Commissions are limited to making a statement of specific information or a recitation of existing policy in response to the inquiry. Issues may be referred to the Staff Liaison for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Commission to allow a member of the public to slur the performance, honesty, and/or integrity of the Commission, as a body or any member or members of the Commission, individually or collectively, nor any members of the city's staff. Accordingly, profane, insulting, or threatening language directed toward the Commission and/or any person in the Commission's presence will not be tolerated.

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- 3A. Public hearing and consider action to recommend approval of the Bastrop 552 Development Agreement Concept Plan for Bastrop 552, LLP, for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.
- 3B. Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan and Street Grid for Bastrop 552, LLP for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.
- 3C. Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan with Bastrop 552, LLP, being 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

4. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: May 28, 2021 at 10:00 p.m. and remained posted for at least two hours after said meeting was convened.



Jennifer C. Bills, Assistant Planning Director



STAFF REPORT

MEETING DATE: June 3, 2021

AGENDA ITEM: 3A

TITLE:

Public hearing and consider action to recommend approval of the Bastrop 552 Development Agreement Concept Plan for Bastrop 552, LLP. for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager of Community Development

ITEM DETAILS:

Site Address: West of Lovers Lane (Attachment 1)
Total Acreage: 546.364 +/- acres
Legal Description: 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2

Property Owner: Bastrop 552, LLP
Agent Contact: William McLean/McLean & Howard

Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Adopted Plan: None.
Future Land Use: Rural Residential (FLU amendment requested to Industry)

BACKGROUND/HISTORY:

The Bastrop 552 Development is a proposed 546-acre development with a mix of land uses and development types that support a primary use as a film studio. The site is within our water and wastewater Certificate of Convenience and Necessity (CCN) areas. The applicant is requesting to connect to the City's water and wastewater lines that end near the edge of the city limits on Lovers Lane. As part of the Development Agreement (Attachment 2), the applicant has agreed to annexation to the City Limits prior to beginning development, following the allowed uses and processes as provided in the Agreement.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. To accomplish the development, the applicant desires, a Comprehensive Plan Land Use Plan Amendment and Master Transportation Plan Amendment (submitted with this application). With the assurances of the Concept Plan in this agreement, Planning Staff supports amending the Comprehensive Plan to change the future land use from a low-density residential neighborhood to a large single user. This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound stages, backlots, storage, and other ancillary spaces. Lodging, restaurants, event spaces and recreational facilities would all support this film studio use.

The Concept Plan includes a mix of proposed land uses:

Land Use	Acreage	Percentage
Recreation	220	40.2%
Studios	135.36	24.8%
Accommodations	40	7.3%
Recreation/Studios Hybrid	151	27.6%
Total	546.36	

Planning Staff is supportive of the Concept Plan (Attachment 4) as presented. Within the draft Development Agreement, the highlighted sections are still under debate and once a solution is reached, Staff will be able to provide a positive recommendation.

POLICY EXPLANATION:

Development Agreements are regulated under Section 212.172 of the Texas Local Government Code. In this section the agreement can:

- (1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
- (2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
- (3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
- (4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
- (5) provide for infrastructure for the land, including:
 - (A) streets and roads;
 - (B) street and road drainage;
 - (C) land drainage; and
 - (D) water, wastewater, and other utility systems;
- (6) authorize enforcement of environmental regulations;
- (7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
- (8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
- (9) include other lawful terms and considerations the parties consider appropriate.

The City does not further define a process or criteria to review Development Agreements in the Code of Ordinance, however a published notice was placed in the Bastrop Advertiser on May 15th and sent mailed notices to 57 property owners within 200 feet of the property. At the time of this report, two responses were opposed and two requests more information.

RECOMMENDATION:

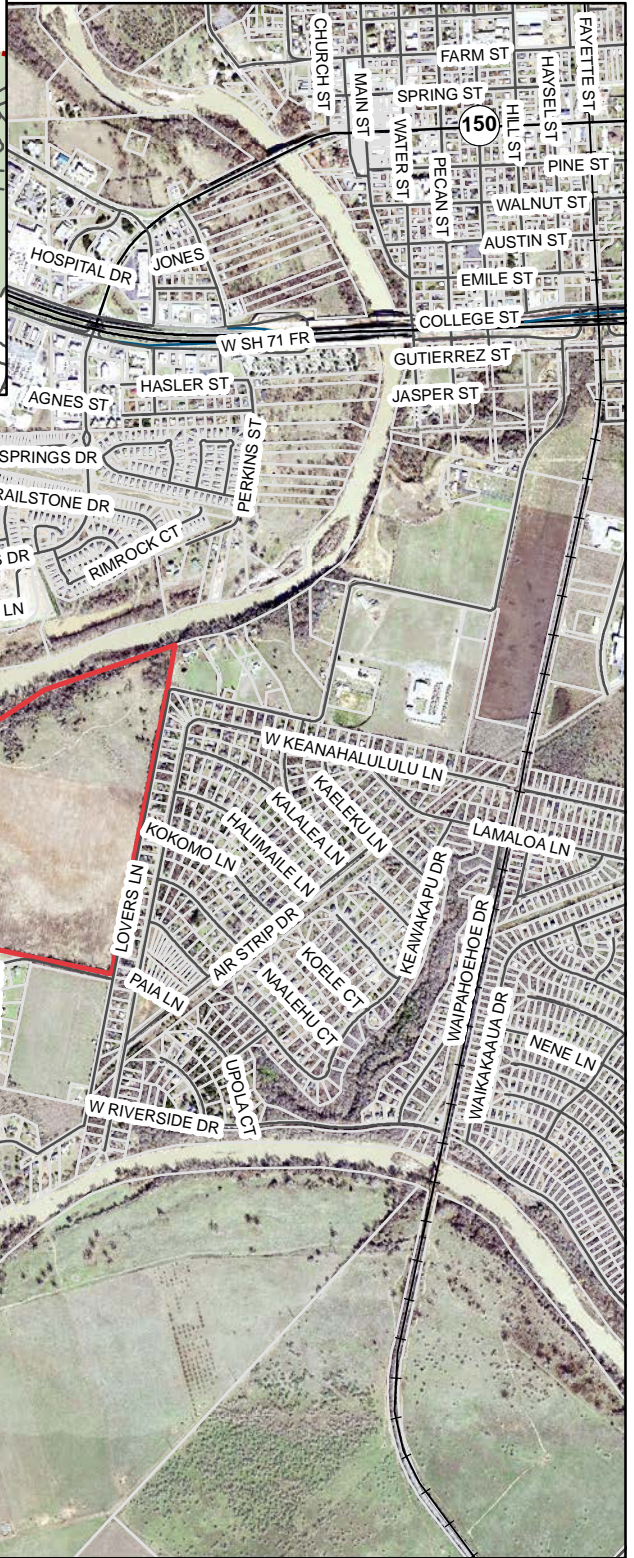
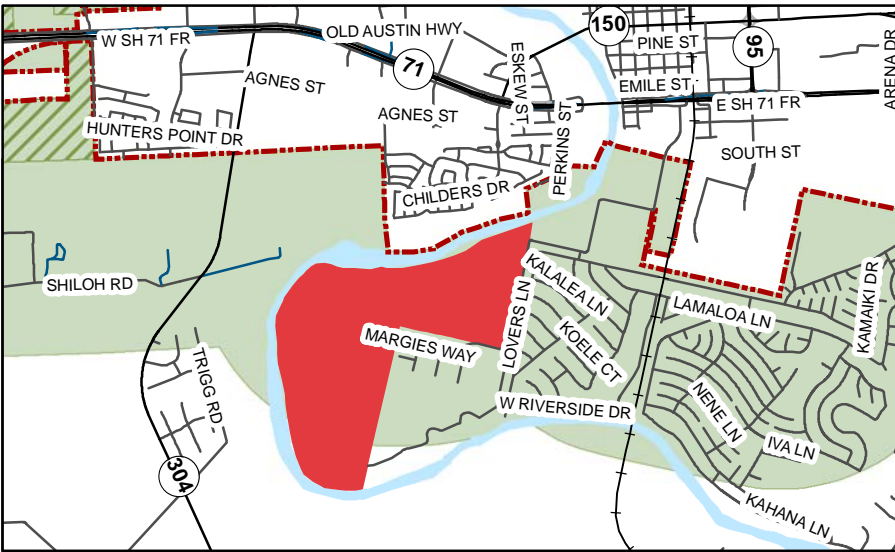
Public hearing and consider action to recommend approval of the Bastrop 552 Development Agreement Concept Plan for Bastrop 552, LLP. for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

ATTACHMENTS:

- Attachment 1 - Location Map
- Attachment 2 – Draft Bastrop 552 Development Agreement
- Attachment 3 – Exhibits A – F
- Attachment 4 – Concept Plan



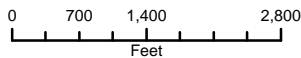
Attachment 1 Location Map



Date: 5/19/2021

Bastrop 552

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



1 inch = 2,000 feet



DEVELOPMENT AND ANNEXATION AGREEMENT

This Development Agreement and Annexation Agreement (this “**Agreement**”) is made, entered into, and effective, as of the ____ day of _____, 2021 (the “**Effective Date**”) by and between the City of Bastrop, a Texas home-rule municipal corporation (the “**City**”), and Bastrop Colorado Bend, LLC, a Texas limited liability company (“**Owner**”). The City and the Owner are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties hereby contract, covenant and agree as follows.

RECITALS

WHEREAS, Owner owns approximately 546.36 acres of land, more or less, located in Bastrop County, Texas, described in the attached **Exhibit “A”** (the “**Property**”). The Property is located within the City’s extraterritorial jurisdiction (“**ETJ**”) and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, Owner, or its successors, will develop the Property as a high-quality, mixedcommercial development project that will include a multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan attached hereto as **Exhibit “B”**, which shows the general locations of the land use areas as currently configured, a permitted land use chart, a table establishing development standards, and cross-section of proposed roadways; and,

WHEREAS, The City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the “**TCEQ**”) or a predecessor agency, recognizing the City’s right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and,

WHEREAS, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

WHEREAS, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

WHEREAS, Owner shall request annexation of the Property into the corporate boundaries of the City in phases to enable the Owner to obtain the benefits of this Agreement, to secure the City’s agreement to provide certain reimbursements to Owner in connection with the conveyance and financing of certain improvements, and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop’s Home Rule Charter (“**City Charter**”), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

**ARTICLE I.
Incorporation of Recitals**

1.01 Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

**ARTICLE II.
Purposes, Consideration, Term and Termination**

2.01 Property and Concept Plan. The Property is proposed for development as a unique mixed-use commercial subdivision, with approximately 286 acres of multi-faceted film studio facilities, including production facilities, sound stages, backlots, storage, and other ancillary and support spaces, approximately 40 acres of lodging or similar uses with associated amenities, and approximately 220 acres of restaurants, event space and recreational facilities, including a golf course, working dude ranch, campground, club house, parks and greenbelt areas, or similar uses as further contemplated by the City and Owner (the “**Project**”). The proposed Project is further illustrated by the detailed land plan, attached hereto as **Exhibit “C”**, which depicts buildings, structures, internal roadways, and other improvements for informational purposes only (“**Informational Land Plan**”). Owner will develop the Property and construct necessary infrastructure at the Owner’s expense in accordance with this Agreement (with the Owner being eligible for reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations, as defined in Section 4.01(b) of this Agreement.

2.02 General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the

establishment of regulations applicable to the development of the Property; and (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its water and wastewater systems by Owner as herein provided with the City reimbursing expenses associated with water and wastewater infrastructure as provided by separate agreement to offset the cost incurred by Owner. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Owner will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement authorize certain land uses and development of the Property, provide for the uniform review and approval of plats and development plans for the Property, provide exceptions to certain code provisions and ordinances, and provide other terms and consideration including the continuation of current land uses and zoning after annexation of each portion of the Property from the City's ETJ.

2.05 Term of Agreement; Termination. The term of this Agreement shall be forty-five (45) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided, this Agreement will terminate and expire earlier if: (a) Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement, or (b) Owner defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement.

ARTICLE III. Annexation; Sequence of Events

3.01 Annexation. Owner consents, and City hereby agrees, to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b)(7) of the Texas Local Government Code, on a phased basis as outlined in this Section, and the intent of this Agreement is to provide for the annexation of the Property for all purposes and shall constitute the Owner's vote for annexation. An annexation petition for any particular portion of the Property in a form substantially similar to that set forth in **Exhibit "D"** ("**Annexation Petition**") requesting annexation in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code,

of such portion of the Property will be executed by the Owner and submitted to the City within ten (10) days after Owner files an application for site plan, building permit or other development approval for the Property, any one or more of such actions being referred to herein as “**Development Commencement**”. The City acknowledges that the Property will be developed in phases and that annexation of the Property shall occur in contiguous sections defined by metes and bounds, starting with a section of the Property contiguous with the City limits boundary located across the Colorado River, as Development Commencement occurs on each portion of the Property. Following receipt of the written request to annex, the Owner and City shall execute the negotiated municipal services agreement attached as **Exhibit “E”** (the “**Municipal Services Agreement**”). The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements of Chapter 43 of the Texas Local Government Code. Owner requests annexation and zoning of the Property on a parcel-by-parcel basis as defined by metes and bounds within one-hundred twenty (120) days after Development Commencement. The City shall not charge an application fee for the annexation or zoning request. If Owner fails to present to the City an Annexation Petition signed by the landowner of the Property as provided in this Section or fails to actively support the annexation, the City may terminate this Agreement. The City agrees to not annex any portion of the Property until such time as Development Commencement occurs over the portion of the Property, at which time the annexation of such portion of the Property shall occur as described in this Article.

3.02 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

(a) Approval of this Agreement by the City and Owner and City approval of Concept Plan as part of this Agreement;

(b) Owner to submit application for a single-lot final plat, in accordance with the Concept Plan, this Agreement, and Applicable Regulations, that provides for the platting of the Property as a single lot and for the dedication of the perimeter road pursuant to Section 4.12(b) of this Agreement;

(c) City to take any and all appropriate actions to ensure that a request for annexation is in full compliance with Chapter 43 of the Texas Local Government Code, including, but not limited to, annexation of portions of the Colorado River as might be necessary to create contiguity of parcels and extension of ETJ boundaries to include areas of the Property not currently recognized as part of the City’s ETJ;

(d) Execution of the Municipal Service Agreement and submission of the Annexation Petition and the zoning application, which will include the Concept Plan, by Owner within ten (10) days after Development Commencement of a particular phase, such submission may be made in sections as defined by metes and bounds;

(e) City acceptance of the Annexation Petition and beginning of notification, public hearings, and first reading for adoption of the annexation and zoning ordinance concurrently; and

(f) Second and final reading of ordinance annexing the submitted portion of Property, and second and final reading of an ordinance zoning the submitted portion of Property in accordance with this Agreement.

3.03 Initial Storage Structure. Notwithstanding the foregoing, City acknowledges that Owner intends to build a metal building of up to 40,000 square feet and a barn with stables (referred to herein as the “Initial Improvements”) for purposes of storage, property management and maintenance and the existing farm\ranch operation on the Property, which Owner intends to continue on the Property until such time as the Project is fully built out. Provided that the Initial Improvements are related to such purposes, they may be constructed on the Property through the Bastrop County permit process and will not be considered Development Commencement triggering the annexation provisions of Section 3.01. The Initial Improvements shall only require those City approvals, if any, that are otherwise normally required for agricultural projects for a Property located within the ETJ.

3.04 Continuation of Land Use. The provisions of the Chapter 43.002 of the Texas Local Government Code shall continue to apply and shall remain in effect as to the Property after the Property is annexed and zoned in accordance with this Article. Owner shall not be prohibited from using the Property for any of the planned for land uses established in the Land Use Chart of the Concept Plan.

3.05 Continuation of Agricultural Use. The City and Owner agree and acknowledge that the Property is currently used for agricultural purposes and subject to a property tax exemption under Chapter 23 of the Texas Tax Code. It is the Owner’s intent to continue use of the Property for agricultural or wildlife preservation purposes until such time as it is developed. As portions of the Property are developed and taken out of agricultural use, Owner intends to continue use of the remaining, undeveloped portions of the Property for agricultural or wildlife preservation purposes. Notwithstanding anything herein to the contrary, the City agrees that such undeveloped portions of the Property shall be permitted to continue such agricultural use or wildlife preservation use.

ARTICLE IV. Development of the Property

4.01 Applicable Regulations.

(a) Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations and the Project Approvals, as those terms are defined in subsection (b), and this Agreement. The Property shall additionally be developed in compliance with the land uses and development standards as set forth in the Concept Plan. The specific sizes and configurations of buildings, street layouts and other project details as depicted on the Informational Land Plan are intended for illustrative purposes only and may be modified by the Developer on the site plans for the Property, provided that the Developer complies with the land use designations indicated on the Concept Plan and with the Project Approvals.

(b) In this Agreement, “**Applicable Regulations**” means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations,

as they exist from time to time, subject to the provisions of Section 4.02 below, that are applicable to the development of the Property, and the City Code, as modified by the Project Approvals. The “City Code” are the City’s ordinances and duly adopted regulations in effect and existing on the Effective Date, portions of which may be amended from time to time as authorized by Chapter 245 of the Texas Local Government Code governing subdivision, zoning and site development of land that are applicable to the Property. The “Project Approvals” are all approvals, warrants, variances, waivers and exceptions to the City Code as set forth on the attached Exhibit “F”, and hereby approved by the City, that are necessary or required for the development of the Property with the densities and land uses proposed in this Agreement. If there is any conflict between this Agreement and the City Code, this Agreement will control.

Commented [LME1]: Jennifer to provide comments to Exhibit F for review.

4.02 Uniformity of Requirements. The Concept Plan, attached as Exhibit “B” and approved as of the Effective Date of this Agreement, constitutes an application by the Owner for the subdivision and development of the Property, and initiates the zoning, subdivision (if any), and development permit process for the Property. The Concept Plan shall be considered a development plan as provided in Section 212.172 of the Texas Local Government Code; however, under no circumstances shall the Concept Plan constitute a site plan as defined by the City Code. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the City Code, as modified by the Project Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City’s ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245 of the Texas Local Government Code (the “Vested Rights”). The Vested Rights shall terminate and expire in the event that: (1) the Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Owner fails to complete and obtain final City acceptance of one or more sections of the subdivision for the Property within fifteen years after the Effective Date, or thereafter abandons development of the Property; (3) an application for a major change to the Concept Plan is submitted by the Owner which substantially changes the density, land uses, parkland or transportation improvements from that approved by this Agreement and the Project Approvals; or (4) state law or court order mandates otherwise. If there is any conflict between the City Code and the terms of this Agreement, the terms of this Agreement will control. The foregoing notwithstanding, the Owner agrees that its Vested Rights will terminate if the Owner does not submit an Annexation Petition to the City requesting the annexation of the Property as required by Section 3.01 of this Agreement.

4.03 Approval of Concept Plan.

(a) The Owner is entitled to develop the Property in compliance with this Agreement, the Applicable Regulations, and the Concept Plan, which has been reviewed and is hereby approved by the City as of the Effective Date of this Agreement.

(b) The Concept Plan hereby approved by the City is also approved for use as an exhibit for the Zoning Concept Scheme required by the City Code to complete the zoning application to be submitted to the City for final zoning of the Property upon annexation.

(c) The Property may have final plats submitted by the Owner in multiple phases or as a single-lot final plat, provided that such final plat(s) is not for use of the Property as a single-

family residential subdivision and otherwise in accordance with the Concept Plan, this Agreement, and Applicable Regulations.

(d) Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modification to the Concept Plan may become desirable due to changes in market conditions or other factors. Minor variations of a final plat or site plan from the Concept Plan, such as minor changes to the driveway alignments or land use designation boundaries, will not require a formal amendment to the Concept Plan, and will be defined as “minor changes” in this Agreement. Subject to Section 4.05 below, major changes to the Concept Plan (which are any changes that are not defined as minor changes in this subsection) must be consistent with the terms of this Agreement and will be subject to review and approval by the Planning Department of the City, which will not be unreasonably withheld, conditioned or delayed.

4.04 Phased Development. Owner intends to develop the Property in phases. City consents to such phased development and agrees that portions of the Property not under active development may remain in use for agricultural and wildlife management as provided in this Agreement.

4.05 Land Uses and Densities. The City hereby confirms its approval of the Concept Plan, and specifically approves the land uses, exceptions, utility and roadway alignments and width of the rights-of-way and other matters shown on the Concept Plan and the Project Approvals. The Concept Plan depicts general land use designations. Notwithstanding anything in the City Code to the contrary, the Owners shall be entitled to develop the Property in accordance with the Applicable Regulations and the Concept Plan. Each general land use category may be increased by up to ten percent (10%) without requiring a Major Amendment.

4.06 Comprehensive Plan Amendment. Concurrently with the approval of this Agreement, the City has approved an amendment to the City Comprehensive Plan to modify the Future Land Use Map (“FLUM”). The amendment provides that the use indicated in the FLUM for the Property is changed from “Rural Residential” to “Industry” as reflected by the large single-owner site with uses established in this Agreement and depicted on the Concept Plan.

4.07 Zoning. The application for zoning of the Property will be to zone the Property as an Employment Center (“EC”), consistent with the Comprehensive Plan, as amended. It is the intent of the City to zone the Property as EC (or any other zoning designation appropriate for the Project). The zoning of the Property as provided herein concurrently with the annexation of the Property shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code and shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. The zoning process shall be commenced following execution of the Municipal Services Agreement where the parties agree to the terms of services to be provided as described in Section 3.01 and upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations, provided that the City Council will not take final action on the zoning application until the Property is annexed into the City limits. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the City agrees that the uses, development, and development intensity shown on and allowed in the Concept Plan, the Project Approvals, and in this Agreement shall be allowed for the Property after

annexation. If the City does not zone the Property with a designation which allows the Property to be legally developed in a manner which aligns with the described Project, Concept Plan, and this Agreement, then the Owner, in addition to the rights and remedies it may have under any other agreement with the City, shall have the right to enforce the obligations of the City under this Section pursuant to remedies that are available under applicable law, and Owner shall be allowed to request, and granted by the City, de-annexation of the Property.

4.08 Plat Approvals. Approval of a final plat and site plans shall be deemed to also be an update of the Concept Plan. Final Plats shall be approved if they are consistent with this Agreement and meet the Applicable Regulations.

4.09 Design and Construction. Owner will finance (if applicable), design, construct and install all required water facilities, wastewater facilities, streets (subject to Section 4.12), drainage facilities and other amenities and improvements required to develop the Property and the Project Facilities described in Article V below required to serve the Property (collectively the “**Public Improvements**”) at Owner’s sole cost and expense, subject to the reimbursements provided for in this Agreement or by separate agreement. Owner shall design and construct and install the Public Improvements to the Property in compliance with the Applicable Regulations (including, but not limited to, the posting of fiscal security and payment for fee-in-lieu as appropriate), the plans and specifications approved by the City, and good engineering practices.

4.10 Review/Submittal Fees. Except as otherwise provided in this Agreement, the City’s standard application, review and development fees associated with annexation and zoning shall be waived.

Open Space. In recognition of the character of the Project as a unique development and in acknowledgement of the substantial open space, recreational areas, greenbelts, trails and recreational facilities (“Open Space”) to be owned and maintained by Owner or by a property owners’ association (“POA”) and that will be provided by the Owners, the City agrees that no public parkland dedication, dedicated civic space, or fees in lieu of dedication will be required from Owner. On an overall Project basis, the Owners shall provide an amount of Open Space to be owned and maintained by Owner or by a POA that is equal to or in excess of the amount 220 acres shown in the Concept Plan. Owner shall have the right to modify the location and configuration of the Open Space to be owned and maintained by Owner or by a POA as a Minor Amendment provided that the total amount of such Open Space currently shown on the Concept Plan is not decreased more than ten (10) percent. Owner, or a POA established by Owners, shall be obligated to construct, operate and maintain such the Open Space provided in this Section. In the event Owner fails to construct the Open Space as provided on the Concept Plan, Owner shall be obligated to pay the applicable fee-in-lieu as required pursuant to the City Code and as offset by the Open Space actually constructed.

4.11 Transportation

(a) **Internal Roadways.** City approves an internal private roadway network within the Property. Roadway and streets within the Project shall be designated as private for the exclusive use of the Project’s users, residents, owners, tenants and guests. Such Owner or the POA shall be responsible for the maintenance and operation of the private streets. The Property may be divided

by subdivision, metes and bounds (if exempt from platting requirements under the Texas Local Government Code), or condominium regime with primary frontage and access to a public street or roadway. The private access driveways within the Project will not be required to meet the City's public street standards such driveways will only be required to meet the requirements of the Applicable Regulations.

(b) Public Right of Way. Owner shall dedicate, by a single-lot subdivision plat, a fifty-five and half (55.5) foot wide public right of way along the boundary of the Property, as depicted in Exhibit "G" ("Perimeter Roadway") and the width of right of way necessary to total forty (40) feet from the center line of Lovers Lane along Lovers Lane adjacent to the Property. Owner shall also pay fee-in-lieu to the City Transportation Fund in an amount equivalent to 100% of the estimated cost of construction of the northern portion of the Perimeter Roadway running from Lovers Lane parallel to Margies Way as a Local Collector: Rural Street (such portion being shown on Exhibit G as "Segment 1"), and an amount roughly proportional to the impact of the development upon the public transportation system based on a traffic impact analysis for the southern portion of the Perimeter Roadway running from Margies Way to El Camino River Road (such portion being shown on Exhibit G as "Segment 2") (collectively, "**Monetary Obligation**"). Notwithstanding the forgoing, the Monetary Obligation shall not include any costs associated with a bridge over the Colorado River or any roadway or other infrastructure associated with such bridge. The Monetary Obligation may be paid over time with the submittal of a site plan application in payments corresponding with the phase of the Project submitted with that certain site plan application. Owner reserves the right to choose the official name of the Perimeter Roadway, subject to Applicable Regulations and addressing requirements. Transportation obligations of this subsection shall satisfy all obligations by the Owner to contribute to roadway infrastructure.

(c) Related Agreements. The City agrees to work in good faith with Bastrop County and Owner to negotiate and execute a Public Improvement Agreement, as may be necessary, that describes the nature and scope of offsite roadway infrastructure improvements as identified by the traffic impact analysis in order to accommodate the Project.

(d) Transportation Master Plan. Concurrently with the approval of this Agreement, the City has approved an amendment to the City Transportation Master Plan. The amendment is reflective of roadways depicted on the Concept Plan and specifically includes provisions that (1) the proposed bridge across the Colorado River on the west side of the Property be relocated to outside the boundaries of the Property; (2) the main throughfare through the center of the Property be relocated to align with the eastern Property boundary, starting at the intersection of Lovers Land and Margies Way, heading west parallel to Margies Way, and south down to El Camino River Road; (3) the roadway grids shown with the Property shall be eliminated in favor of private internal roadway network as provided by this Agreement. The internal roadways cannot be used to subdivide the property into smaller parcels without public street access or a Major Amendment to the Agreement.

ARTICLE V. Project Facilities

5.01 Project Facilities. The Project Facilities consists of the Water Line Project and the Wastewater Line Project described in Section 5.02 and 5.03 below (the “**Project Facilities**”).

5.02 Water Line Project. The Water Line Project consists of an extension of an offsite water transmission main (eight (8) inches in diameter) from the existing water line located at the City limits on Lovers Lane, along a route generally shown on **Exhibit “H”** (the “**Water Line**”), and all appurtenant facilities and equipment reasonably required to operate the Water Line (the “**Water Line Project**”). The construction of the Water Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.03 Wastewater Line Project. The Wastewater Line Project consists of an extension of an offsite wastewater transmission/collector lines (four (4) inch diameter forcemain and eight (8) inch diameter gravity) from an existing wastewater line, along a route generally shown on **Exhibit “H”** (the “**Wastewater Line**”), and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the “**Wastewater Line Project**”). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.04 Oversizing. At the City’s request, Owner shall increase the size of the Water Line Project and/ or the Wastewater Line Project to a size determined by the City in order to accommodate a capacity in excess of that necessary to serve the Project (“**Oversized Project Facilities**”). Notification of such request by the City shall be in writing and provided to the Owner at the time the application for construction plans is submitted.

5.05 Water Tower. Owner may construct a water tower on the Property to be used as a functional water storage device. The maximum height of the water tower shall be one hundred and thirty (130) feet. At Owner’s discretion, the water tower may be (1) used privately to supplement fire flow requirements within the Property or (2) dedicated to the City (along with necessary easements) for public water storage purposes. The Owner shall have the absolute right, without a need for a permit, to use the water tower as signage (no obscene images or offensive language) for the Project if the water tower is for private functional use.. If the water tower is not constructed to serve a functional purpose, the water tower will be permitted with the City as a sign.

5.06 Timely Construction of Project Facilities. Owner shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this Agreement. Such Project Facilities shall be completed by Owner on or before the expiration of seven (7) years after the annexation of the entirety of the Property. No final plat (if applicable) of land out of the Property will be recorded until the Project Facilities for that portion of the Property are completed by the Owner.

5.07 Eminent Domain. The Project Facilities are necessary and required improvements for the City’s water and wastewater system. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project Facilities that is

located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project Facilities. City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project Facilities. The reasonable costs and expenses of the City obtaining any easements and land required for the Project Facilities only and located outside the boundaries of the Property shall be paid by Owner, subject to the Owner's right to be reimbursed for such costs and expenses through the Incentives Agreement, as defined below.

ARTICLE VI.
Costs and Reimbursement of the Project Facilities

6.01 Project Facilities Costs and Expenses. 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 annexation of the first phase (“**Incentives Agreement**”).

6.02 Reimbursable Costs. Owner shall contract for, fund and pay for the design, contract negotiation, installation and construction of the Project Facilities (“**Reimbursable Costs**”) and shall be entitled to reimbursement of one hundred percent (100%) of the Reimbursable Costs from the City pursuant to the Incentives Agreement. In the event the City requests the Oversized Project Facilities, Owner shall be entitled to dollar-for-dollar reimbursement for the design, contract negotiation, installation and construction of the Oversized Project Facilities, as provided in a mutually agreeable agreement providing for such reimbursement which will be negotiated by the parties at a later date. Owner shall not receive or be entitled to receive any waivers or reimbursements from the City for any of the costs attributable to any portion of the Project Facilities that are not constructed in accordance with this Agreement, or that are not installed and constructed by Owner.

6.03 Surviving Obligation to Reimburse. If the City elects to terminate this Agreement because of a default by the Owner that remains uncured after expiration of the Cure Period in accordance with this Agreement, or if this Agreement expires of its own terms, such termination will not terminate the obligation of the City to reimburse the Owner for Reimbursable Costs or Oversizing Costs actually incurred by the Owner prior to the date of termination and that obligation will expressly survive any such termination. If the City terminates this Agreement after commencement of the Project Facilities by the Owner but prior to completion and acceptance of the Project Facilities, the City will nevertheless reimburse the Owner under this Agreement for Reimbursable Costs and/or Oversizing Costs incurred by the Owner up to the date of termination only if the City is able to use the portion of the Project Facilities that have been constructed to complete the Project Facilities.

6.04 City's Option to Complete Project Facilities.

(a) In the event that the Owner fails to complete and obtain City acceptance of the Project Facilities, the City will have the right but not the obligation to complete the Project Facilities and to draw on any fiscal security guaranteeing the completion of the Project Facilities.

(b) In the event the City elects to complete the Project Facilities, the Owner agrees that all of Owner's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing such Project Facilities by the Owner or its engineers or contractors before such default shall become the property of the City and, in such event, the Owner will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for the Project Facilities and any other engineering services in the event of a default, Owner hereby assigns all its rights, title, and interest in the professional services agreements necessary for completion of the Project Facilities, expressly conditioned on Owner's default. The Owner agrees that the City will have the right to use such plans and specifications to complete the Project Facilities.

ARTICLE VII.
Additional Agreements and Performance

7.01 Additional City Agreements. The City hereby agrees:

(a) The Owner agrees to waive the the 30-day mandated timeline in Section 212.009 of the Texas Local Government Code. The City shall cooperate with Owner to expeditiously process and review all development applications related to the Project. . Review comments and determinations from the City for any development application shall be provided in 21 business days or less. . The City will appoint a designated staff liaison for any development related matters.

(b) To reserve and ensure availability of three hundred twenty-five (325) LUE of water service for the Project during the term of this Agreement.

(c) To reserve and ensure availability of three hundred twenty-five (325) LUE of wastewater service shall be required for the Project during the term of this Agreement.

(d) After Owner completes construction and obtains City acceptance of the Project Facilities and upon Owner completing construction of a phase or section of the Property in compliance with the Applicable Regulations and the City giving final acceptance of that phase or section, the City will approve connections to the water and wastewater system and provide such services within the completed phase or section of the Property on the same terms and conditions as then provided within other areas of the City.

(e) To timely perform and complete each task, duty and responsibility of the City set forth in this Agreement and that, whenever the City's consent or approval is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed, subject to the City's discretion with respect to exercising its legislative authority.

7.02 Additional Owner Agreements. Owner hereby agrees:

(a) To develop the Property and construct all infrastructure required for the Project in compliance with the Applicable Regulations.

(b) To establish one or more POA, as may be necessary or appropriate at the discretion of the Owner, to maintain open space, parkland, private roadways, and common areas pursuant to appropriate articles and bylaws.

(c) The City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, except as may be otherwise provided in this Agreement.

(d) Pursuant to the Professional Service Agreement dated March 24, 2021, Owner shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(e) To timely perform and complete each task, duty and responsibility of Owner set forth in this Agreement.

(f) Each lot, tract, parcel, or building site within the Property shall be required to pay the Impact Fees in the amount that is established by City ordinance as of the application submittal date for site plan for that certain phase of the Project. If Owner wishes to retain the reservation of LUE's as provided herein, the City reserves the right to require Owner to pay reservation fees or impose a deadline for the payment of impact fees to retain such LUE's. The parties will enter into a mutually agreeable utility service agreement with the terms for payment of such fees and other provisions related to service.

ARTICLE VIII.

Assignment of Commitments and Obligations

8.01 Owner Assignment of Agreement. Owner's rights and obligations under this Agreement may be assigned by Owner with prior written consent of the City, which shall not be unreasonably withheld, to a POA and/or to one (1) or more purchasers of all or part of the Property.

8.02 Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement shall be recorded by the Owner in the Official Public Records of Bastrop County, Texas within sixty (60) days after the Effective Date. If Owner fails to record this Agreement within sixty (60) days after the Effective Date, such failure shall be a default by Owner.

8.03 Not Binding on End Users. As provided in Section 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

ARTICLE IX.

Default; Reservation of Rights; Attorney's Fees; Waiver

9.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party (“**Cure Period**”). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Code.

9.02 Default and Termination. Notwithstanding any other term or provision of this Agreement, if Owner defaults in the performance of a duty or obligation of Owner provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, the City may terminate and cancel this Agreement, seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity. If the City defaults in the performance of a duty or obligation of the City provided in this Agreement, and such default is not timely cured after notice and expiration of the Cure Period, Owner may terminate and cancel this Agreement (in which event the City shall be obligated to disannex the Property), seek to specifically enforce the obligations of the City under this Agreement, or seek other available remedy at law or equity.

9.03 Reservation of Rights; Limited Immunity Waiver.

(a) To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Except as specifically provided in Section 9.03(b), nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at

law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(b) By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights, except as specifically provided in this Section 9.03(b). The City waives governmental immunity from suit and immunity from liability as to any action brought by the Owner to enforce the terms, provisions and conditions of this Agreement, but only to the extent necessary to pursue such remedies if the City fails to reimburse the Reimbursable Costs as required under this Agreement. Nothing in this Section shall waive any claims, defenses or immunities that the City may have with respect to suits filed by persons or entities other than a party to this Agreement.

9.04 Attorney's Fees. A Party shall be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

9.05 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

9.06 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or in equity that a Party may have as a result of any breach.

ARTICLE X. Force Majeure

10.01 Definition. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

10.02 Notice of Default. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except

as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.03 Settlements and Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

**ARTICLE XI.
Notices**

11.01 Method of Notice. Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested or by e-mail, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or when delivered by e-mail.

Any notice mailed to the City shall be addressed:

City of Bastrop
Attn: City Manager
1311 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 332-8800
E-mail: phofmann@cityofbastrop.org

with copy to:

Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78746
Telephone: (512) 250-0411
Email: alan@texasmunicipallawyers.com

Any notice mailed to Owner shall be addressed:

Bastrop Colorado Bend, LLC
Attn: Alton Butler
12224 Montague Street
Pacoima, California 91331
Email: altonbutler@line204.com

With copy to:

McLean & Howard, LLP

Attn: Bill McLean
901 S. Mopac Expressway
Building II, Suite 225
Austin, Texas 78746
Telephone: (512) 328-2008
Email: bmclean@mcleanhowardlaw.com

and

David Heckler
2218 Race Street
Philadelphia, PA 19103
Telephone: 610.937.0077
Email: dheckler@watchdogpm.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ARTICLE XII. Miscellaneous Provisions

12.01 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City Code. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Owner specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Owner to install or construct any project or obligation undertaken by Owner pursuant to this Agreement. The foregoing notwithstanding, the Owner specifically does not waiver or release any claim or cause of action that Owner may have as a result of the City's breach of its agreements hereunder, including its agreement to reimburse the Reimbursable Costs as provided herein.

12.02 Entire Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03 Resolution of Conflicts. Notwithstanding anything in this Agreement to the contrary, the following hierarchy shall apply in resolving conflicts between development requirements: (i) the Project Approvals, (ii) the Concept Plan, (iii) this Agreement, and (iv) the Applicable Regulations and City Code.

12.04 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City's ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

12.05 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

12.06 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

12.07 Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

12.08 Texas Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Bastrop County, Texas. Venue shall lie exclusively in the State District Courts of Bastrop County, Texas.

12.09 Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.10 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

- Exhibit A Property
- Exhibit B Concept Plan
- Exhibit C Informational Land Plan
- Exhibit D Annexation Petition
- Exhibit E Municipal Services Agreement
- Exhibit F Project Approvals
- Exhibit G Dedicated ROW
- Exhibit H Water Line Project and Wastewater Line Project

[Signature pages follow]

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 _____, 2021, 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 TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2021,
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 Texas

FIELD NOTES

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at an eastern corner of said 551.957 acre tract, being 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), for an easter corner and the **POINT OF BEGINNING** for the herein described tract,

THENCE, N77°48'10"W, with a southern line of said 551.957 acre tract, the north line of said Margie's Way, the north line of River Meadows, Phase 1, a subdivision recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas, and the north line of River Meadows, Phase 2, a subdivision recorded in Cabinet 4, slide 89-B, Plat Records of Bastrop County, Texas, a distance of 3012.19 feet to a 1/2 inch iron rod found at an interior corner of said 551.957 acre tract, being at the northwest corner of Lot 34, said River Meadows, Phase 2, for an interior corner of the herein described tract of land,

THENCE, S12°59'16"W, with an eastern line of said 551.957 acre tract, the west line of said River Meadows, Phase 2, the west line of a called 45.088 acre tract of land conveyed to Palm Properties, LLC. in Document Number 201700307, Official Public Records of Bastrop County, Texas, the west line of a called 9.00 acre tract of land conveyed to Stephanie and Christopher Kennedy in Document Number 201711276, Official Public Records of Bastrop County, Texas, and the west line of El Camino Real Estates, a subdivision recorded in Cabinet 1, Slide 139-B, Plat Records of Bastrop County, Texas, passing at a distance of 3881.20 feet a 1/2 inch iron rod found at the southwest corner of said 9.00 acre tract of land, being at the northern terminus of El Camino River Road (50' R.O.W.), passing at a distance of 4554.28 feet a 1/2 inch iron rod found for reference in the east line of said 551.957 acre tract, being in the west line of Lot 1, said El Camino Real Estates, and continuing for a total distance of 4594.87 feet to a calculated point at the southeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River as located on March 1, 2021, for the southeast corner of the herein described tract of land,

THENCE, with the common line of said 551.957 acre tract and the top of low bank of the Colorado River, the following thirty-four (34) courses and distances, numbered 1 through 34,

- 1) N89°46'39"W, a distance of 230.10 feet to a calculated point for corner,
- 2) N86°00'39"W, a distance of 389.82 feet to a calculated point for corner,
- 3) N85°51'37"W, a distance of 322.79 feet to a calculated point for corner,
- 4) N79°11'56"W, a distance of 129.30 feet to a calculated point for corner,
- 5) N60°38'48"W, a distance of 240.72 feet to a calculated point for corner,
- 6) N49°55'01"W, a distance of 211.62 feet to a calculated point for corner,
- 7) N39°18'26"W, a distance of 218.23 feet to a calculated point for corner,
- 8) N18°32'25"W, a distance of 310.28 feet to a calculated point for corner,
- 9) N17°16'22"W, a distance of 618.43 feet to a calculated point for corner,
- 10) N10°50'27"W, a distance of 1006.85 feet to a calculated point for corner,
- 11) N03°26'28"E, a distance of 374.96 feet to a calculated point for corner,
- 12) N19°02'44"W, a distance of 590.19 feet to a calculated point for corner,
- 13) N08°20'37"W, a distance of 445.61 feet to a calculated point for corner,
- 14) N04°27'12"W, a distance of 972.32 feet to a calculated point for corner,

- 15) N23°56'49"E, a distance of 405.92 feet to a calculated point for corner,
- 16) N31°55'03"E, a distance of 492.65 feet to a calculated point for corner,
- 17) N42°19'52"E, a distance of 761.71 feet to a calculated point for corner,
- 18) N24°20'02"E, a distance of 76.48 feet to a calculated point for corner,
- 19) N76°42'21"E, a distance of 215.54 feet to a calculated point for corner,
- 20) S82°26'37"E, a distance of 136.05 feet to a calculated point for corner,
- 21) S71°34'16"E, a distance of 245.56 feet to a calculated point for corner,
- 22) S84°53'14"E, a distance of 113.77 feet to a calculated point for corner,
- 23) S82°27'35"E, a distance of 66.95 feet to a calculated point for corner,
- 24) S76°43'02"E, a distance of 57.36 feet to a calculated point for corner,
- 25) S57°42'57"E, a distance of 45.23 feet to a calculated point for corner,
- 26) S41°47'14"E, a distance of 98.85 feet to a calculated point for corner,
- 27) S86°03'31"E, a distance of 334.43 feet to a calculated point for corner,
- 28) S89°43'45"E, a distance of 427.61 feet to a calculated point for corner,
- 29) N85°04'35"E, a distance of 461.81 feet to a calculated point for corner,
- 30) N81°27'34"E, a distance of 508.87 feet to a calculated point for corner,
- 31) N73°46'29"E, a distance of 913.85 feet to a calculated point for corner,
- 32) N58°31'45"E, a distance of 629.23 feet to a calculated point for corner,
- 33) N71°38'34"E, a distance of 1234.21 feet to a calculated point for corner, and
- 34) N70°58'40"E, a distance of 849.49 feet to a calculated point at the northeast corner of said 551.957 acre tract, being at the top of low bank of the Colorado River, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James and Cindy Mikulenka in Volume 2336, Page 69, Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract of land,

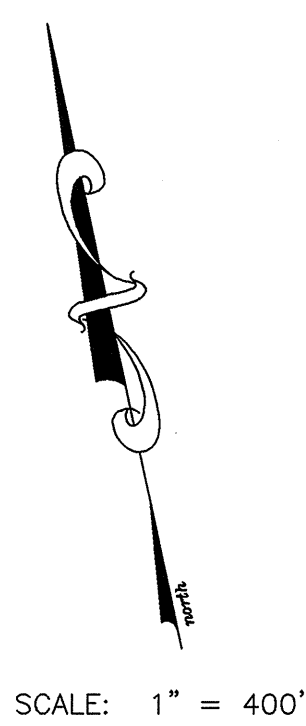
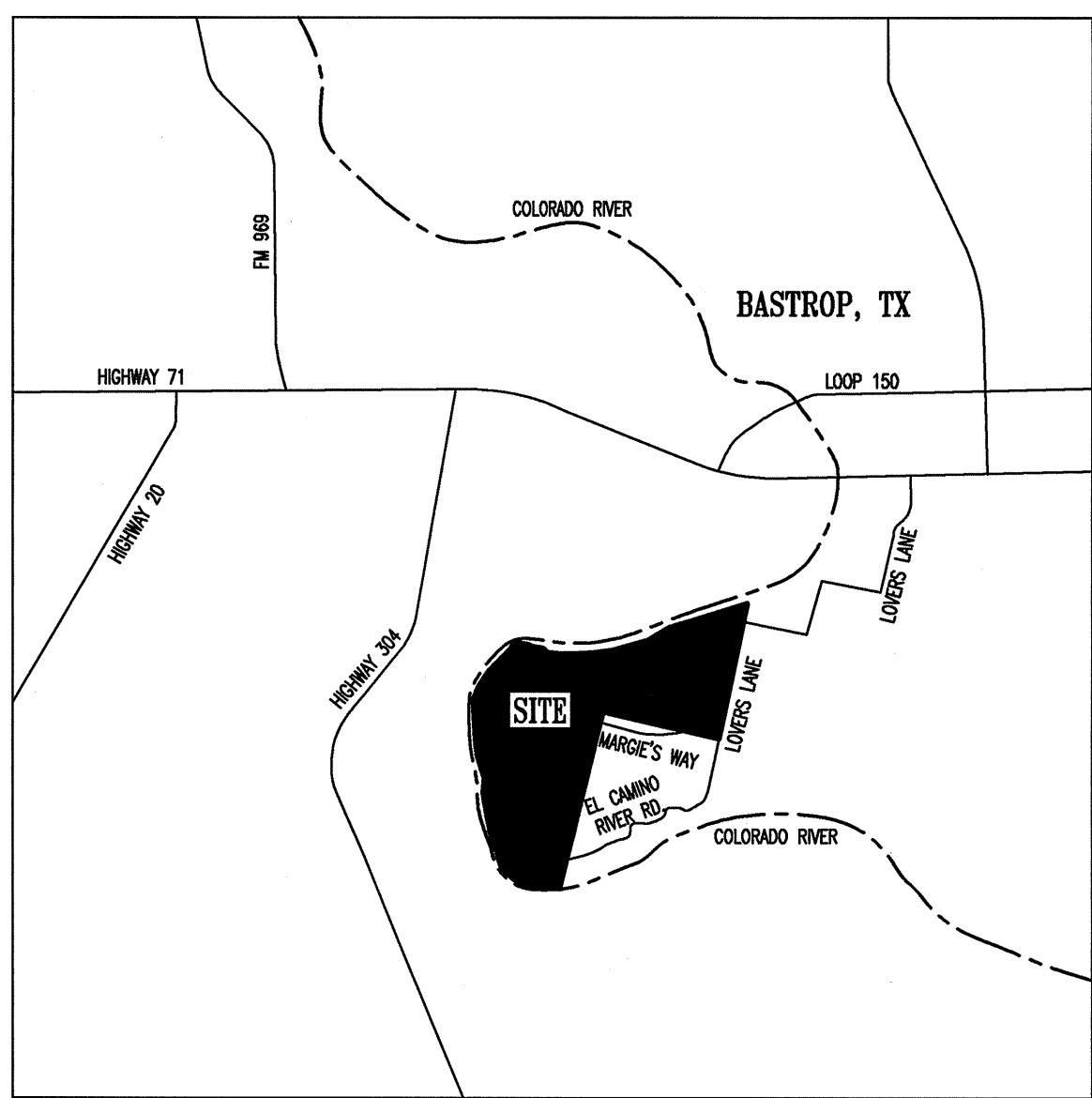
THENCE, S10°27'05"W, with the common line of said 5.098 acre tract and said 551.957 acre tract, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found at the southwest corner of said 5.098 acre tract, being in a northern line of said Lovers Lane,

THENCE, S10°55'05"W, with the common line of said 551.957 acre tract and said Lovers Lane, a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 546.364 acres of land.

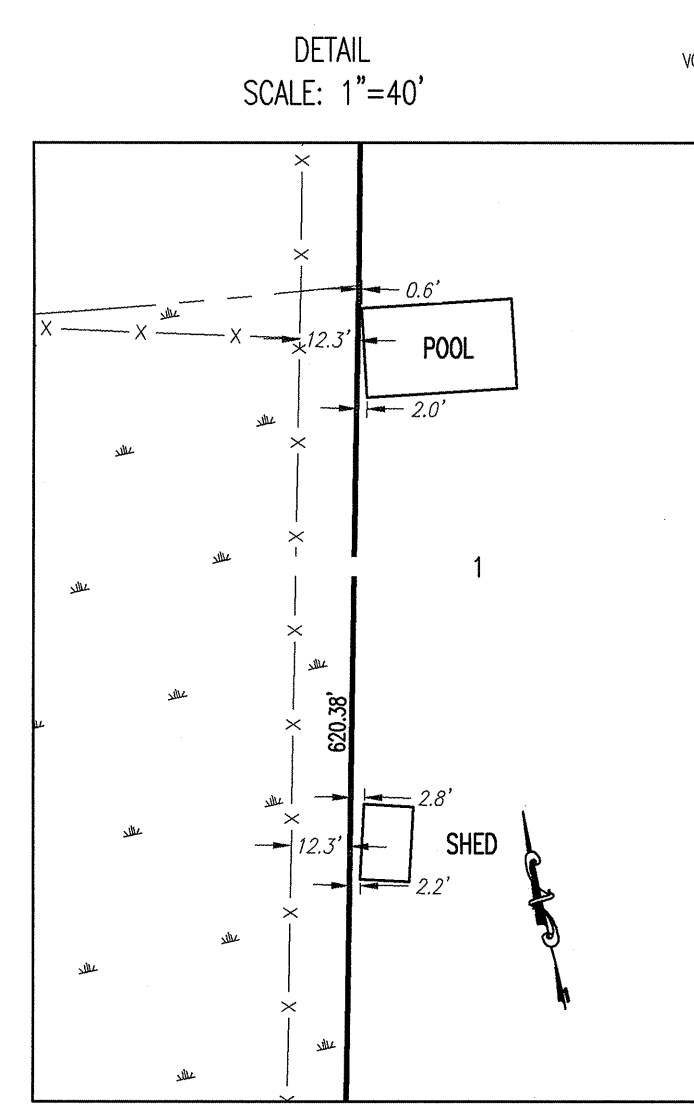
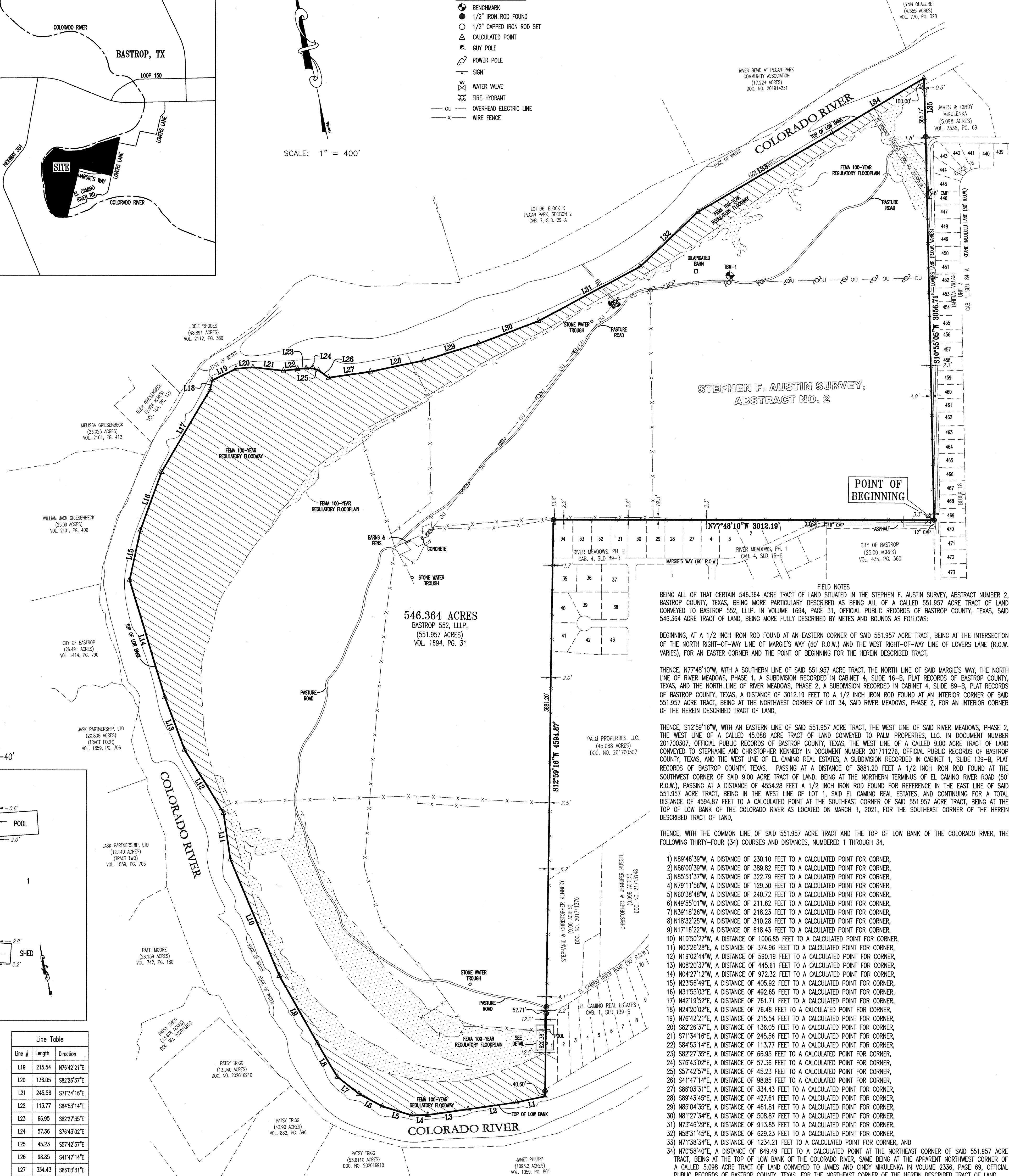
Surveyed by: _____
AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



- LEGEND**
- ⊕ BENCHMARK
 - 1/2" IRON ROD FOUND
 - 1/2" CAPPED IRON ROD SET
 - △ CALCULATED POINT
 - GUY POLE
 - ⊖ POWER POLE
 - ⊙ SIGN
 - ⊕ WATER VALVE
 - ⊕ FIRE HYDRANT
 - OVERHEAD ELECTRIC LINE
 - - - WIRE FENCE



Line #	Length	Direction
L1	230.10	N89°46'39"W
L2	389.82	N86°00'39"W
L3	322.79	N85°51'37"W
L4	129.30	N79°11'56"W
L5	240.72	N60°38'48"W
L6	211.62	N49°55'01"W
L7	218.23	N39°18'26"W
L8	310.28	N18°32'25"W
L9	618.43	N17°16'22"W
L10	1006.85	N10°50'27"W
L11	374.96	N03°26'28"E
L12	590.19	N19°02'44"W
L13	445.61	N08°20'37"W
L14	972.32	N04°27'12"W
L15	405.92	N23°56'49"E
L16	492.65	N31°55'03"E
L17	781.71	N42°19'52"E
L18	76.48	N24°20'02"E

Line #	Length	Direction
L19	215.54	N76°42'21"E
L20	136.05	S82°26'37"E
L21	245.56	S71°34'16"E
L22	113.77	S84°53'14"E
L23	66.95	S82°27'35"E
L24	57.36	S76°43'02"E
L25	45.23	S57°42'57"E
L26	98.85	S41°47'14"E
L27	334.43	S86°03'31"E
L28	427.61	S88°43'45"E
L29	461.81	N85°04'35"E
L30	508.87	N81°27'34"E
L31	913.85	N73°46'29"E
L32	629.23	N58°31'45"E
L33	1234.21	N71°38'34"E
L34	849.49	N70°58'40"E
L35	465.77	S102°27'05"W

NOTE: A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48021C0355E FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2006, AND REVISED BY LOMR - 19-06-0976P, DATED NOVEMBER 18, 2019.

BENCHMARK:
 TBM-1:
 1/2 INCH IRON ROD SET STAMPED "CONTROL POINT"
 NORTH:10010313.37, EAST:3245471.66 (NAD83)
 371.23' (NAVD88)

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP, IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING 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), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT,

THENCE, N77°48'10"W, WITH A SOUTHERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID MARGIE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 16-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 89-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 3012.19 FEET TO A 1/2 INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S12°59'18"W, WITH AN EASTERN LINE OF SAID 551.957 ACRE TRACT, THE WEST LINE OF SAID RIVER MEADOWS, PHASE 2, THE WEST LINE OF A CALLED 45.088 ACRE TRACT OF LAND CONVEYED TO PALM PROPERTIES, LLC, IN DOCUMENT NUMBER 20170307, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, THE WEST LINE OF A CALLED 9.00 ACRE TRACT OF LAND CONVEYED TO STEPHANIE AND CHRISTOPHER KENNEDY IN DOCUMENT NUMBER 201711276, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND THE WEST LINE OF EL CAMINO REAL ESTATES, A SUBDIVISION RECORDED IN CABINET 1, SLIDE 139-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, PASSING AT A DISTANCE OF 3881.20 FEET A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 9.00 ACRE TRACT OF LAND, BEING AT THE NORTHERN TERMINUS OF EL CAMINO REAL ESTATE (50' R.O.W.), PASSING AT A DISTANCE OF 4554.28 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE IN THE EAST LINE OF SAID 551.957 ACRE TRACT, BEING IN THE WEST LINE OF LOT 1, SAID EL CAMINO REAL ESTATES, AND CONTINUING FOR A TOTAL DISTANCE OF 4594.87 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER AS LOCATED ON MARCH 1, 2021, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34,

- 1) N89°46'39"W, A DISTANCE OF 230.10 FEET TO A CALCULATED POINT FOR CORNER,
- 2) N86°00'39"W, A DISTANCE OF 389.82 FEET TO A CALCULATED POINT FOR CORNER,
- 3) N85°51'37"W, A DISTANCE OF 322.79 FEET TO A CALCULATED POINT FOR CORNER,
- 4) N79°11'56"W, A DISTANCE OF 129.30 FEET TO A CALCULATED POINT FOR CORNER,
- 5) N60°38'48"W, A DISTANCE OF 240.72 FEET TO A CALCULATED POINT FOR CORNER,
- 6) N49°55'01"W, A DISTANCE OF 211.62 FEET TO A CALCULATED POINT FOR CORNER,
- 7) N39°18'26"W, A DISTANCE OF 218.23 FEET TO A CALCULATED POINT FOR CORNER,
- 8) N18°32'25"W, A DISTANCE OF 310.28 FEET TO A CALCULATED POINT FOR CORNER,
- 9) N17°16'22"W, A DISTANCE OF 618.43 FEET TO A CALCULATED POINT FOR CORNER,
- 10) N10°50'27"W, A DISTANCE OF 1006.85 FEET TO A CALCULATED POINT FOR CORNER,
- 11) N03°26'28"E, A DISTANCE OF 374.96 FEET TO A CALCULATED POINT FOR CORNER,
- 12) N19°02'44"W, A DISTANCE OF 590.19 FEET TO A CALCULATED POINT FOR CORNER,
- 13) N08°20'37"W, A DISTANCE OF 445.61 FEET TO A CALCULATED POINT FOR CORNER,
- 14) N04°27'12"W, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
- 15) N23°56'49"E, A DISTANCE OF 405.92 FEET TO A CALCULATED POINT FOR CORNER,
- 16) N31°55'03"E, A DISTANCE OF 492.65 FEET TO A CALCULATED POINT FOR CORNER,
- 17) N42°19'52"E, A DISTANCE OF 781.71 FEET TO A CALCULATED POINT FOR CORNER,
- 18) N42°20'02"E, A DISTANCE OF 76.48 FEET TO A CALCULATED POINT FOR CORNER,
- 19) N76°42'21"E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
- 20) S82°26'37"E, A DISTANCE OF 136.05 FEET TO A CALCULATED POINT FOR CORNER,
- 21) S71°34'16"E, A DISTANCE OF 245.56 FEET TO A CALCULATED POINT FOR CORNER,
- 22) S84°53'14"E, A DISTANCE OF 113.77 FEET TO A CALCULATED POINT FOR CORNER,
- 23) S82°27'35"E, A DISTANCE OF 66.95 FEET TO A CALCULATED POINT FOR CORNER,
- 24) S76°43'02"E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
- 25) S57°42'57"E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
- 26) S41°47'14"E, A DISTANCE OF 98.85 FEET TO A CALCULATED POINT FOR CORNER,
- 27) S86°03'31"E, A DISTANCE OF 334.43 FEET TO A CALCULATED POINT FOR CORNER,
- 28) S88°43'45"E, A DISTANCE OF 427.61 FEET TO A CALCULATED POINT FOR CORNER,
- 29) N85°04'35"E, A DISTANCE OF 461.81 FEET TO A CALCULATED POINT FOR CORNER,
- 30) N81°27'34"E, A DISTANCE OF 508.87 FEET TO A CALCULATED POINT FOR CORNER,
- 31) N73°46'29"E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
- 32) N58°31'45"E, A DISTANCE OF 629.23 FEET TO A CALCULATED POINT FOR CORNER,
- 33) N71°38'34"E, A DISTANCE OF 1234.21 FEET TO A CALCULATED POINT FOR CORNER, AND
- 34) N70°58'40"E, A DISTANCE OF 849.49 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.098 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MIKULENKA IN VOLUME 2336, PAGE 69, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S102°27'05"W, WITH THE COMMON LINE OF SAID 5.098 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CROSS" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 465.77 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.098 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE,

THENCE, S10°55'05"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 3056.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

ACCORDING TO THE TITLE COMMITMENT G.F. NO. T-141384, EFFECTIVE DATE DECEMBER 28, 2020:

THIS TRACT OF LAND IS SUBJECT TO THE FOLLOWING:

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
4. A DRAINAGE EASEMENT GRANTED TO THE CITY OF BASTROP AS DESCRIBED IN DOCUMENT NUMBER 201609619, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (SHOWN HEREON)

ACCORDING TO THE TITLE COMMITMENT G.F. NO. T-141384, EFFECTIVE DATE DECEMBER 28, 2020:

THIS TRACT OF LAND IS NOT SUBJECT TO THE FOLLOWING:

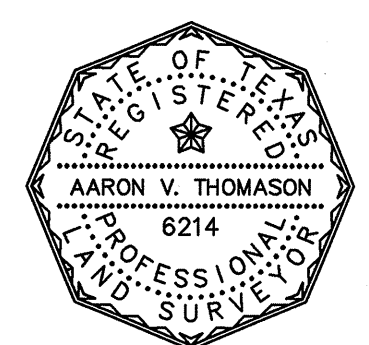
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
3. AN ELECTRIC FACILITIES EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 1914, PAGE 781, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (NORTH OF PROPERTY)

TO: ASAS, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY,
 OFF# T-141384, EFFECTIVE: DECEMBER 28, 2020

STATE OF TEXAS:
 COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
 FIELD WORK COMPLETED : 11TH DAY OF MARCH, 2021
 MAP DATE: THIS THE 23RD DAY OF MARCH, 2021

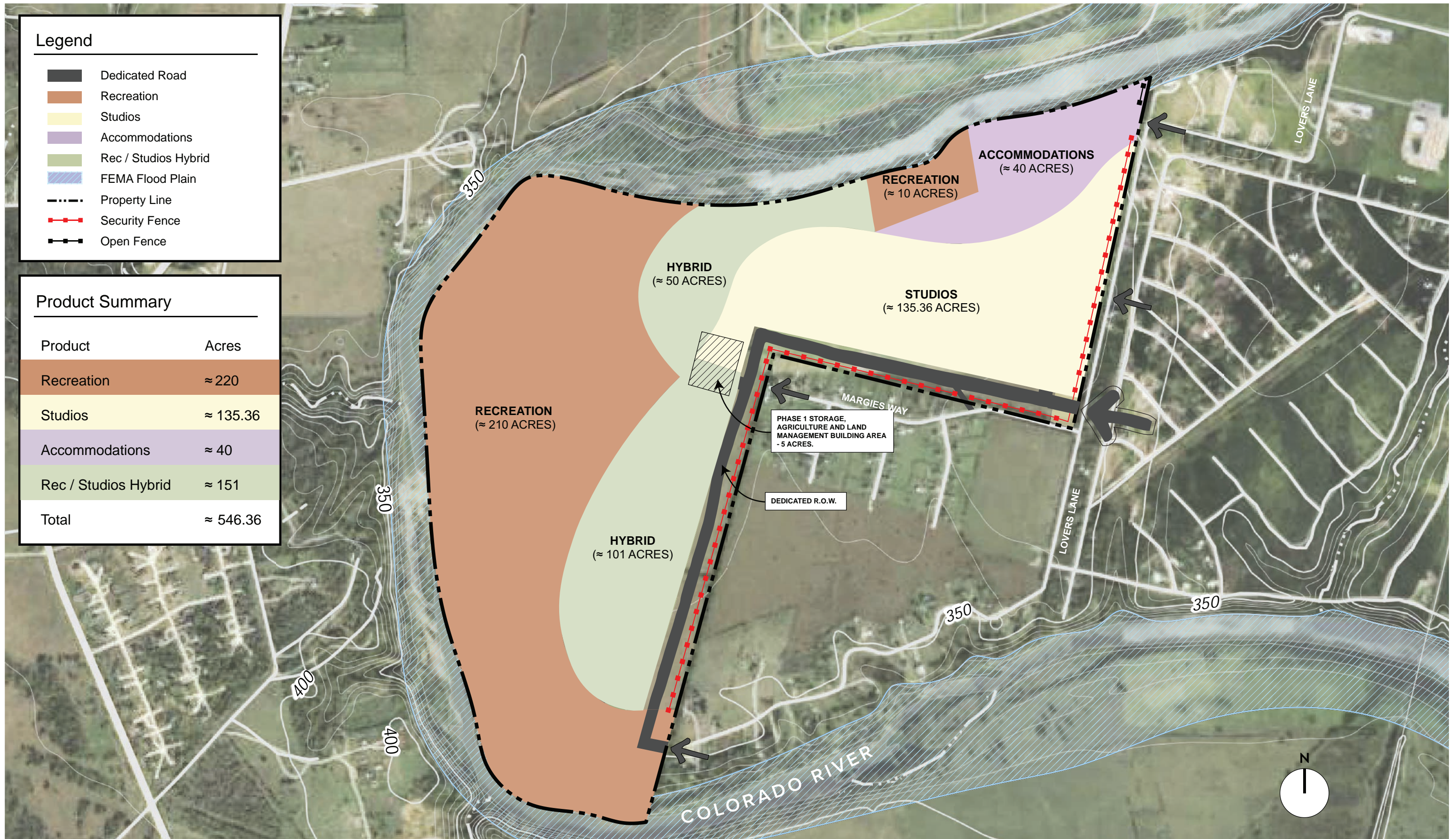
(Signature)
 AARON V. THOMASON, R.P.L.S. NO. 6214
 CARLSON, BRIGANCE, AND DOERING
 5501 WEST WILLIAM CANNON
 AUSTIN, TX 78749
 PH: 512-282-0170
 AARON@CBDENG.COM



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
 FIRM ID #F3791 REG. # 1002490

Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165



PERMITTED LAND USES

* All uses below are permitted in support of the Project

STUDIO	HOUSING	RECREATION	HYBRID
Accessory Building (non-residential)	Caretaker's / Guard's Residence	Alcoholic Beverage Establishment (beer/wine/liquor)	Agricultural: Farm, Ranch, Crops / Orchard
Auto Laundry / Car Wash	Garage / Accessory Dwelling	Amusement Arcade (outdoor)	Emergency Services
Flex Space	Multi-family Dwelling (apartment, quadraplex)	Baker / Confectionary Shop (Commissary)	Nature Conservation
Heavy Machinery Sales Storage	Patio Homes	Campground	All allowable uses in Studio
Offices	Short-term rental units	Country Club	All allowable uses in Recreation
Parking Lot / Structure	Single-family Dwelling (attached and detached)	Dude Ranch	
Parking Lot Truck / Trailers	Townhomes	Fairgrounds / Exhibition Area	
Radio/TV broadcasting without Tower		Food/Beverage Sales	
Sound Stages		Food Trucks	
Studio / Decorator / Artist		Golf Course	
Studio / Health / Reducing Service		Hotel/Motel	
Studio / Music / Dance / Drama		Indoor Entertainment	
Tool / Light Equipment Rental (indoor)		Market	
Warehousing / Storage Facilities		Outdoor Entertainment	
Welding / Machine Shop		Park / Playground	
		Private Club	
		Restaurant / Cafeteria (no drive-thru)	
		Retail Shop / Apparel / Gift / Accessory similar	
		RV Park	
		Stable	
		Swimming Pools	
		Theater (open drive-in)	
		Theater / Playhouse (indoor)	

DEVELOPMENT STANDARDS

BLOCKS

Block length varies (no max.)
Block perimeter varies (no max.)

STREETS

Local Connector: Rural (perimeter)

PARKING REGULATIONS

Not applicable

SIGNAGE

Not applicable

OUTDOOR LIGHTING TYPES

Not applicable

PEDSTRIAN SHEDS

Not applicable

CIVIC SPACE

Not applicable

ENCROACHMENTS

Not applicable

TREE MITIGATION

Not applicable

BUILDING TYPES (PERMITTED)

- Commercial
- Rowhouse
- Courtyard House
- Ranch House , Villa
- House
- Duplex
- Triplex, Fourplex

LOT OCCUPATION

- 80% Impervious Cover maximum
- Building frontage varies (no min.)
- Built-do Line varies (no min.)

BUILDING HEIGHT

- 60 feet max height for Principal Building
- Blue and green screen for production purposes shall not be considered a "building", and shall not be limited as to height

FAÇADE

Façade requirement for the Frontage Line shall not apply

SEC. 7.3.013 LOCAL CONNECTOR STREET: RURAL STREET



Legend


- 1 ENTRY GATE
- 2 ACCOMMODATIONS
 - 2.1) Modern Rentals
 - 2.2) Working Accommodations
 - 2.3) RV Park
 - 2.4) Campground
- 3 SOUND STAGES
- 4 WAREHOUSES
- 5 OFFICES
- 6 FLEX PAD
- 7 CLUB HOUSE
- 8 GOLF COURSE
- 9 CONCERT VENUE
- 10 EMERGENCY SERVICES / COMMISSARY
- 11 SERVICES / ACCOMMODATIONS
- 12 BEACH
- 13 HARBOR
- 14 RANCH
- 15 NATURE CONSERVATION
- 16 WATER TOWER
- 17 BACK LOT MOVIE SETS
 - 17.1) Wisteria Lane
 - 17.2) Middle East St
 - 17.3) NY Street
 - 17.4) Western Town
 - 17.5) Lake
 - 17.6) Blue Wall with Pool
 - 17.7) Green Wall
- 18 AGRICULTURE & LAND MGMNT AREA
- P PARKING
-  NEW LANDSCAPING



EXHIBIT D

ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF BASTROP
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of a certain tract of property located within Bastrop County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “**Property**”);

WHEREAS, the undersigned has sought the annexation of the Property by the City of Bastrop, Texas (hereinafter sometimes referred to as “**City**”), to obtain the benefits of City services to the Property by the City;

WHEREAS, the Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.0671, *Tex. Loc. Gov’t. Code* and the request of the owner, is authorized to annex the Property; and

WHEREAS, the undersigned agrees and consents to the annexation of the Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Bastrop, Texas, of all portions of the Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

Being all that certain _____ tract of land situated in the Stephen F. Austin Survey, Abstract Number 2, Bastrop County, Texas, being more particularly shown and described in the Exhibit A attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including the general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit B, (proposed to be applicable to and adopted for the Property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and

preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Bastrop and in the real property records of Bastrop County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 20___, with the City Secretary of the City of Bastrop, Bastrop County, Texas.

Petitioner:

BASTROP COLORADO BEND, LLC,
a Texas limited liability company

Alton Butler, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Alton Butler, Manager of Bastrop Colorado Bend, LLC, a Texas limited liability company, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 20___.

(SEAL)

Notary Public-State of Texas

EXHIBIT E
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, _____ 20____ 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 _____ 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 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 ____ day of _____, 20____, 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.** Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.
- c. Building Inspection/Code Enforcement Services.** The Building Inspection Department will provide 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 _____, 2021, by Paul A. Hoffmann, 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 TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 2021,
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 Texas

**EXHIBIT F
PROJECT APPROVALS**

In addition to the Development Table shown on the Concept Plan, the following design standards shall apply:

1. Developer may construct privacy fencing (or street screen) along the entire boundary perimeter of the Property, adjacent to the Dedicated ROW. This fence cannot be placed within the 1% annual chance Special Flood Hazard Area. The fence may be a maximum of ten (10) feet in height. A berm may be used to increase the height of the fence by up to four (4) additional feet. The fence and berm will be permitted and constructed in compliance with the Stormwater Drainage Manual and the IBC.

The following approvals, warrants, variances, waivers and exceptions to the City Code shall apply:

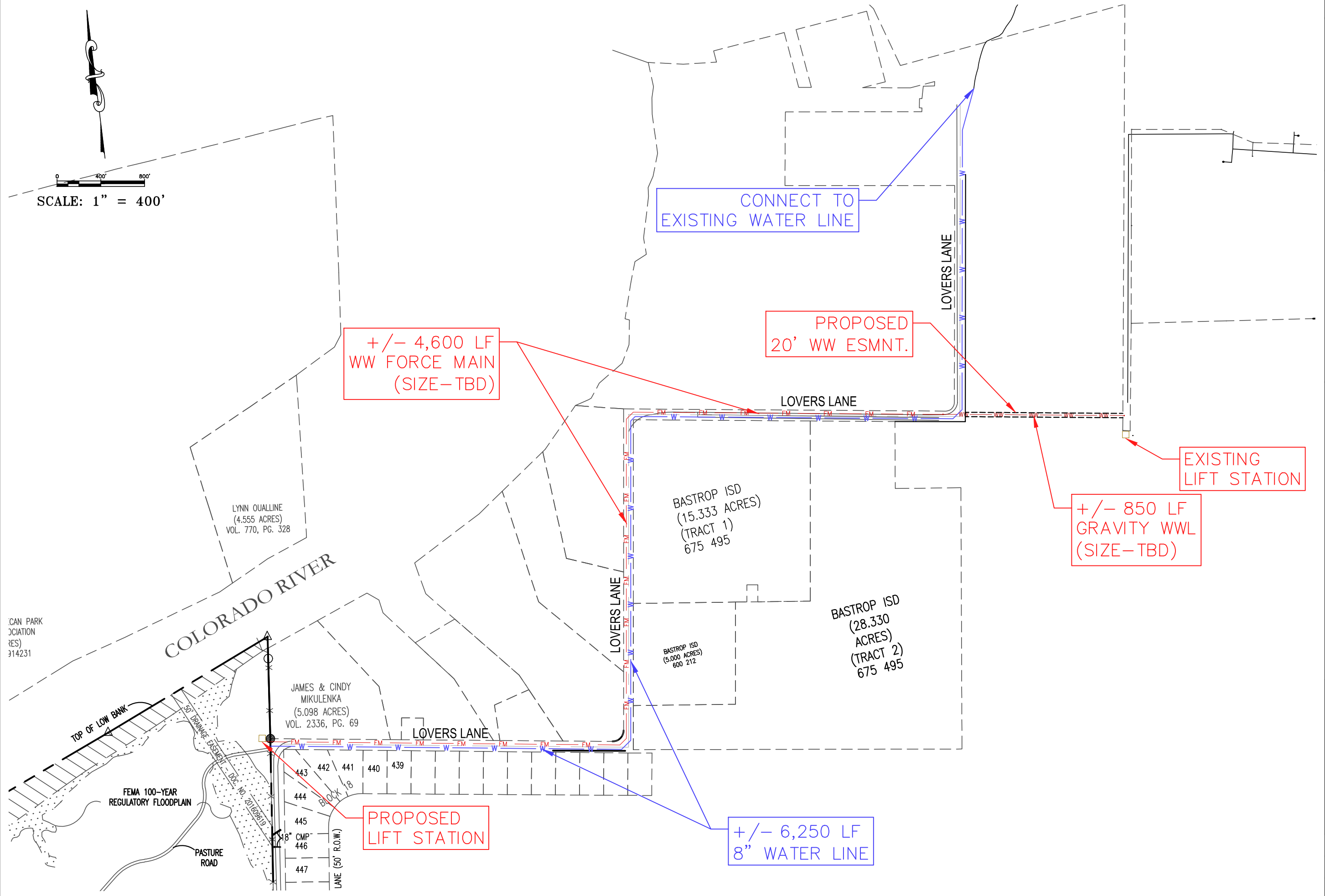
#	Code Provision	Description	Variance
1	B3 Code, § 2.4.006(b)	Place Type EC	The Concept Plan shall serve as the Zoning Concept Scheme required for the application to request rezoning of the Property to EC. This Agreement, the Concept Plan, and Project Approvals shall establish the standards and development parameters for the Property and shall control in the event of conflict with PS Standards.
2	B3 Code, §§ 2.4.006-.007 B3 Tech, § 1.3.002	Zoning Concept Scheme	The Concept Plan approved as part of this Agreement shall serve as the Zoning Concept Scheme for the application to request rezoning of the Property to EC.
3	Article 3.3	Pedestrian Shed	This Article shall not apply.
4	B3 Code, § 7.4.002	Blocks	No maximum block length and block perimeter.
5	B3 Code, Art. 7.5	Civic Space	Civic Space requirement is waived.
6	B3 Code, § 6.5.003	Building Height	Blue and green screen used for the purpose of production shall not be considered a "building" and shall not be limited as to height.
7	B3 Code, § 6.3.003	Build-to-Line	Build-to-Line and Building Facade requirements shall not apply.
8	B3 Code, § 6.3.004	Tree Mitigation	This Section shall not apply.
9	B3 Code, § 6.3.006	Parking	This Section shall not apply.
10	B3 Code, § 6.3.009	Façade	Façade requirement for the Frontage Line shall not apply to principal or accessory buildings within the Project.
11	Article 6.6	Outdoor Lighting	This Article shall not apply.
12	B3 Code, § 7.1.002(k)	Private Streets	Private streets are permitted for the internal network of roadways. In the event an internal roadway is used as a frontage for the purposes of subdividing, such roadway shall be constructed to as a Local Connector Street: Local Commercial.

13	B3 Tech, Art. 1.2	Submittal Dates	Applications for any development may be made with the City and will be received at any time. City will review and process the applications made, and the plans and specifications submitted, by Owner with respect to the Property on an expedited basis. Review comments from the City for any development application shall be provided in 21 days or less.
14	B3 Tech, § 1.3.003(g)(1)	Site Plan	A site plan application may be filed for any and all phases of the Project without a recorded Final Plat for the Property as long as the Property is exempt from platting requirements under Chapter 212 of the Texas Local Government Code.
15	B3 Tech, § 1.3.003(g)(4)	Site Plan	Property taxes not currently due are not required to be paid prior to approval of a site plan.
16	B3 Tech, Art. 2.3	Neighborhood Regulations Plan	The Concept Plan approved as part of this Agreement shall be approved for and satisfy all requirements related to the Neighborhood Regulation Plan without a separate application submittal. Subdivision Plat is not required for the Property as long as the Property is exempt from platting requirements under Chapter 212 of the Texas Local Government Code.
17	Ordinances, § 8.03.006	Noise	Sound levels may not exceed to 85 dB(a) beyond the property lines at any time. Permit is not required for amplified outdoor sound less than 85 dB(a).
18	Ordinances, Art. 3.19	RV Park	The Concept Plan approved as part of this Agreement shall be approved for and satisfy all requirements related to the site development plan for a recreational vehicle park (RV Park). A fence is not required, but permitted, to buffer the RV Park from other uses within the Project. RV Park may be located with the EC zoning district as shown in the Concept Plan.
19	Ordinances, Art. 4.06	Special Events	Permits are not required for any events that are directly related to the studio use. In the event an event is open to the public (paid entry or free), unrelated to the studio, a special event permit shall be required.

Commented [JB1]: A Neighborhood Regulating Plan is only applicable when further subdivision of site is proposed without changing the base zoning district. Once your EC zoning is set, an NRP will only come into play if you start subdividing in a way inconsistent with the Concept Plan.

Commented [JB2]: I have to check with PD for what exemptions to the special events are acceptable to them. Most likely anything that causes traffic issues along Lovers will need a permit.

SCALE: 1" = 400'



+/- 4,600 LF
WW FORCE MAIN
(SIZE-TBD)

PROPOSED
20' WW ESMNT.

EXISTING
LIFT STATION

+/- 850 LF
GRAVITY WWL
(SIZE-TBD)

PROPOSED
LIFT STATION

+/- 6,250 LF
8" WATER LINE

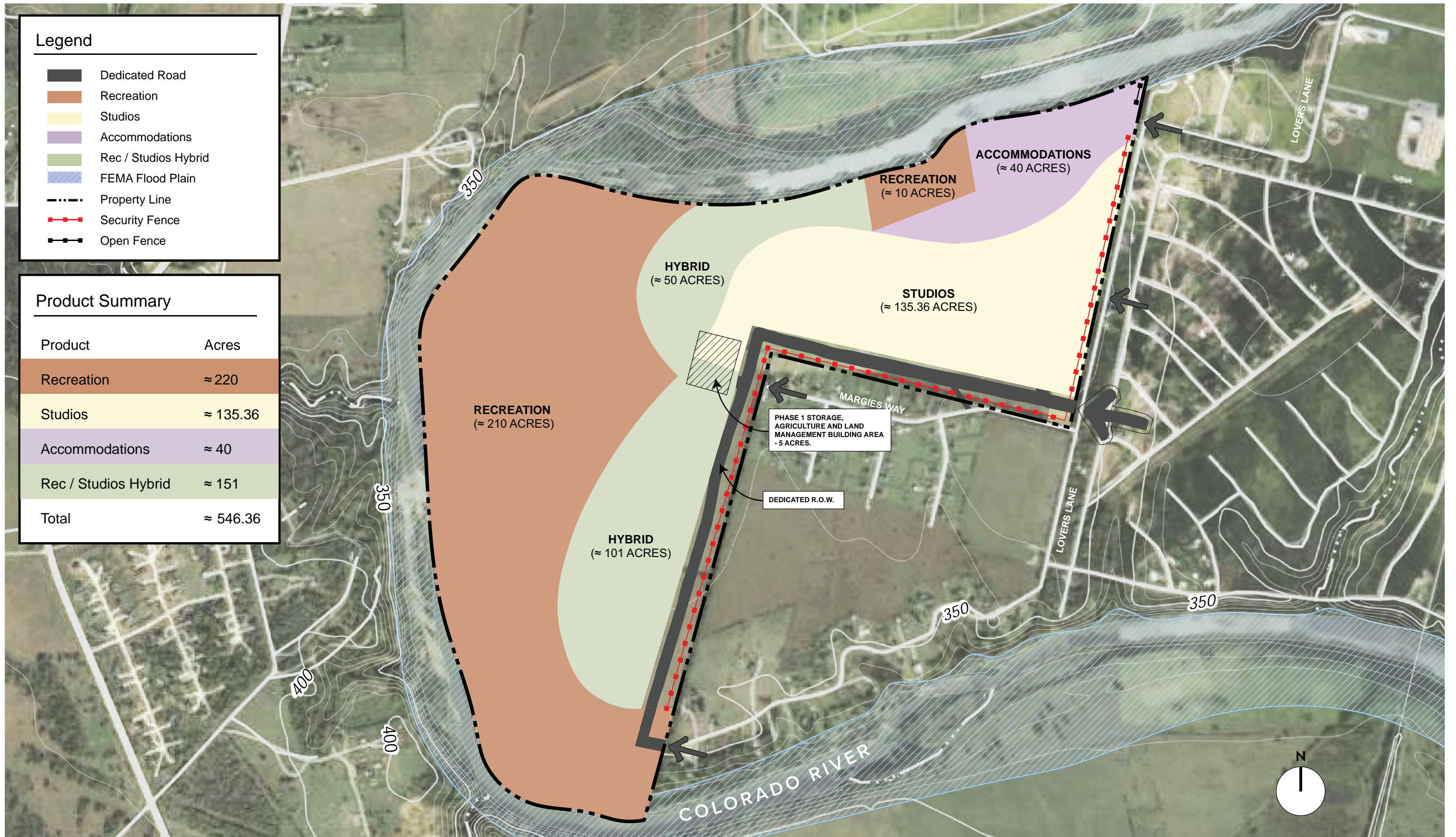
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DESIGNED BY:	DRAFTED BY:
DATE	
REVISION	


Carlson, Brigrance & Doering, Inc.
Civil Engineering & Surveying
FIRM ID #F3791
Main Office: North Office
5501 West William Cannon Dr. 12129 RR, 620 N. St. 600
Austin, Texas 78749 Austin, Texas 78750
Phone No. (512) 280-5160 www.cbdeing.com

SHEET NAME:	PROPOSED UTILITY CONNECTIONS
JOB NAME:	COLORADO BEND
PROJECT:	UTILITIES

DATE	04/2021
JOB NUMBER	5067
SHEET	OF XX



Legend

- 1 ENTRY GATE
- 2 ACCOMMODATIONS
 - 2.1) Modern Rentals
 - 2.2) Working Accommodations
 - 2.3) RV Park
 - 2.4) Campground
- 3 SOUND STAGES
- 4 WAREHOUSES
- 5 OFFICES
- 6 FLEX PAD
- 7 CLUB HOUSE
- 8 GOLF COURSE
- 9 CONCERT VENUE
- 10 EMERGENCY SERVICES / COMMISSARY
- 11 SERVICES / ACCOMMODATIONS
- 12 BEACH
- 13 HARBOR
- 14 RANCH
- 15 NATURE CONSERVATION
- 16 WATER TOWER
- 17 BACK LOT MOVIE SETS
 - 17.1) Wisteria Lane
 - 17.2) Middle East St
 - 17.3) NY Street
 - 17.4) Western Town
 - 17.5) Lake
 - 17.6) Blue Wall with Pool
 - 17.7) Green Wall
- 18 AGRICULTURE & LAND MGMNT AREA
- P PARKING
-  NEW LANDSCAPING





STAFF REPORT

MEETING DATE: June 3, 2021

AGENDA ITEM: 3B

TITLE:

Public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan and Street Grid for Bastrop 552, LLP for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Assistant Planning Director

ITEM DETAILS:



Site Address: West of Lovers Lane (Attachment 1)
Total Acreage: 546.364 +/- acres
Legal Description: 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner: Bastrop 552, LLP
Agent Contact: Erin Welch, Land Strategies
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Adopted Plan: None.
Future Land Use: Rural Residential (FLU amendment requested to Industry)

BACKGROUND/HISTORY:

The Bastrop 552 Development is a proposed 546-acre development with a mix of land uses and development types that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but before development will annex into the city limits.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. Taken as a single development, this property also has limited access to the west without the construction of bridges over the Colorado River. With this considered, the Major Thoroughfare Map adopted in 2017 established a Collector Level Road across the property from Lovers Lane that includes a bridge to cross the Colorado River and connect to SH 304 to the west (Attachment 2). The 2019 Transportation Master Plan Street Grid reclassified this as a Primary Multimodal Street and added 720-foot grid Local Connector Streets that fit the Rural Residential Character District. As this property is in the Extraterritorial Jurisdiction, Bastrop County has also adopted a Transportation Plan in 2016 which also included the connect over the Colorado River at this point.

The applicant is requesting a change to the Comprehensive Plan - Master Transportation Plan to eliminate any streets that would bisect the property. To do this, the Local Connector Streets would be removed, and the Primary Multimodal Street, as well as the bridge crossing the Colorado River would be relocated to the eastern boundary of the property.

At the March 8, 2021 Bastrop County Commissioners' Court, the Commission voted to "convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer's request not to have a new regional corridor go through his development to connect Lovers Lan to SH 304." (Attachment 3).

Staff is proposing to relocate the Primary Multimodal Street to the east boundary of the property and to relocate the bridge to the southeast corner of the tract. A future Transportation Plan Amendment will be brought forward by Planning Staff to propose a route for a connection from the bridge to SH 304.

The applicant is proposing to allow the site to develop as a single tract with no public internal roads (Local Connector Streets). This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound stages, backlots, storage and other ancillary spaces. Lodging, restaurants, event spaces and recreational facilities would all support this film studio use.

POLICY EXPLANATION:

Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of Amendment of Comprehensive Plan

(a) A comprehensive plan may be adopted or amended by ordinance following:

(1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and

(2) review by the municipality's planning commission or department, if one exists.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

A published notice was placed in the Bastrop Advertiser on May 15th and sent mailed notices to 57 property owners within 200 feet of the property, in accordance with the B³ Code Technical Manual. At the time of this report, two responses were opposed and two requests more information.

RECOMMENDATION:

Hold public hearing and consider action to approve an amendment to the Transportation Master Plan for the Master Thoroughfare Plan and Street Grid for Bastrop 552, LLP for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

ATTACHMENTS:

- Exhibit A – Proposed Transportation Master Plan Amendment
- Attachment 1 - Location Map

- Attachment 2 – Existing Transportation Master Plan Street Grid
- Attachment 3 – March 8, 2021 Bastrop County Commissioners' Court Minutes
- Attachment 4 – Applicant Request Letter





Legend

TMP Classification

- Local Connector Street
- Potential Connection
- Primary Multimodal Street
- State Highway System

City Limit

Extra-Territorial Jurisdiction

AREA

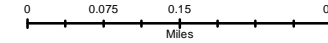
- Statutory (one-mile)
- ETJ Area A
- ETJ Area B

Major Thoroughfare Map

City of Bastrop Transportation Master Plan

Amendment Area - Proposed

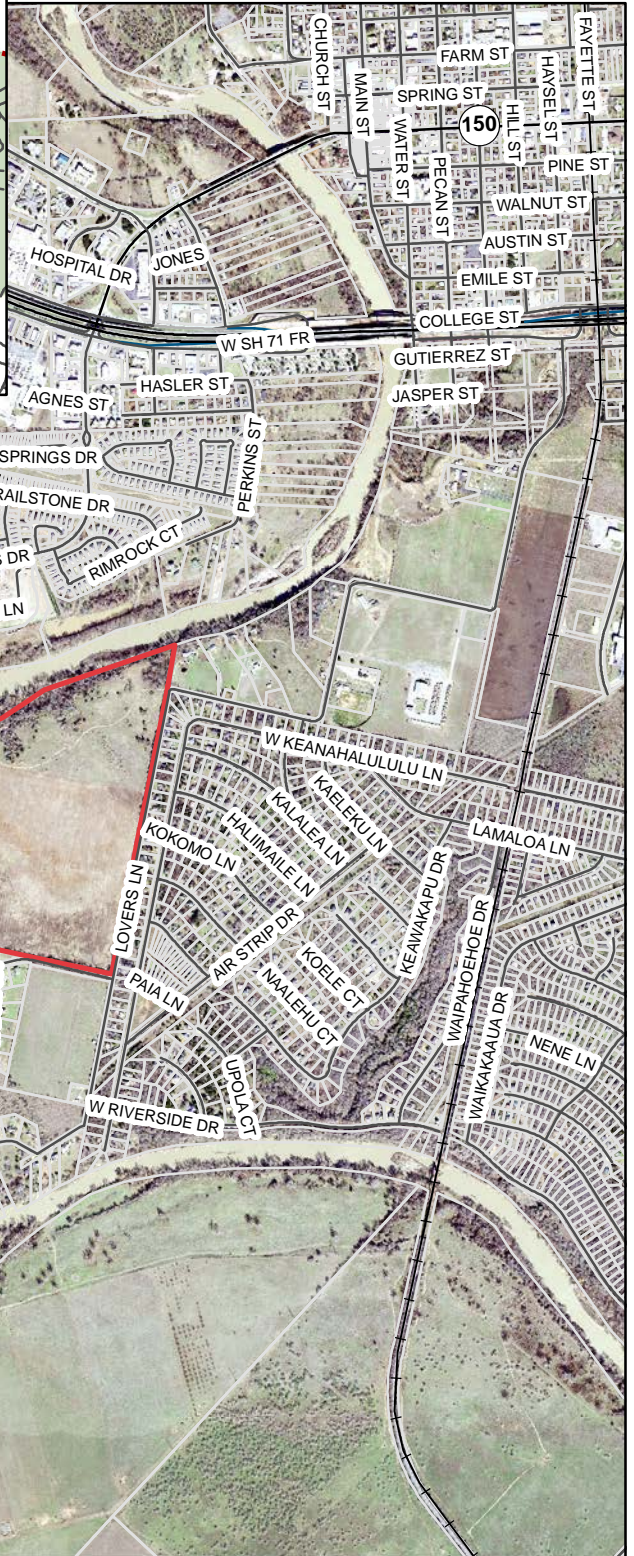
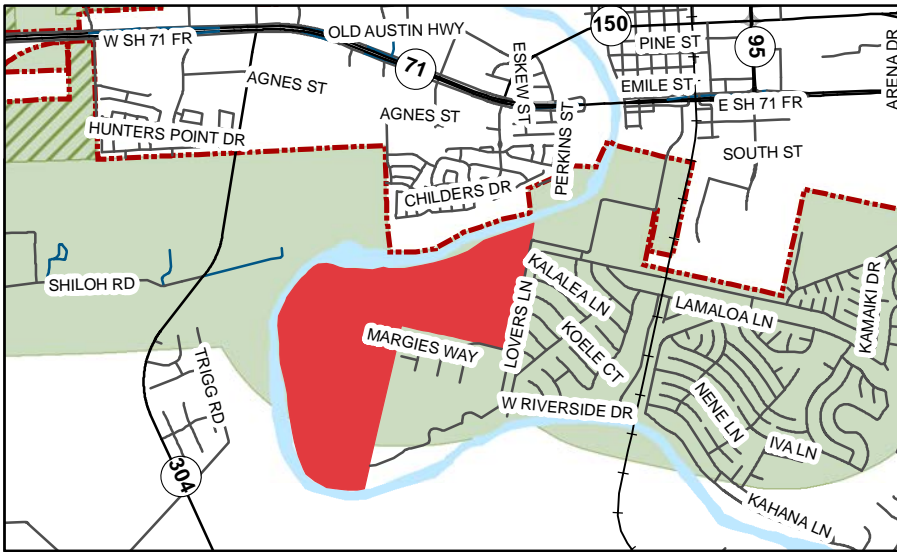
Date: 5/28/2021



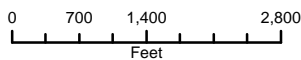
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The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Attachment 1 Location Map



Bastrop 552



1 inch = 2,000 feet

Date: 5/19/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.


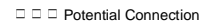
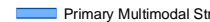





Legend

TMP Street Grid

Classification

-  Local Connector Street
-  Potential Connection
-  Primary Multimodal Street
-  State Highway System



City Limit

Extra-Territorial Jurisdiction

AREA

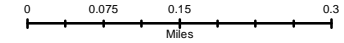
-  Statutory (one-mile)
-  ETJ Area A
-  ETJ Area B

Major Thoroughfare Map

City of Bastrop Transportation Master Plan

Amendment Area - Existing

Date: 5/28/2021



N
The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Commissioners' Court Minutes, Bastrop County, Texas

March 8, 2021

Pursuant to law, the Commissioners' Court of Bastrop County, Texas, convened in a Regular Session on the 8th day of March, 2021 at 9:00 a.m. at the Commissioners Courtroom, Second Floor, 804 Pecan Street, Bastrop, Texas, with the following members present:

Paul Pape	County Judge
Mel Hamner	Commissioner Precinct # 1
Clara Beckett	Commissioner Precinct # 2
Mark Meuth	Commissioner Precinct # 3
Donna Snowden	Commissioner Precinct # 4

being five members present in the Courtroom and a quorum and Rose Pietsch, County Clerk, ex-officio.

Social distancing was being practiced in the Courtroom. A teleconference was set up so that folks could listen and participate in the meeting.

A. The meeting was called to order at 9:01 a.m. by Judge Pape who also opened with prayer. Allegiance was made to the Flags.

E. ACTION AGENDA: The following items are for discussion and possible action:

1. Meuth made a motion to approve the payment of the bills. Beckett seconded, motion carried with 5 ayes.

2. Meuth made a motion to approve the Minutes from February 22, 2021 regular meeting and the February 26, 2021 Special meeting. Beckett seconded, motion carried with 5 ayes.

B. Citizen's Comments: Jim Rose addressed the Court with pictures stating that his wildlife has left the area due to the work done in Rosanky on the Big Star solar project. He asked where the environmental study is for the project. He recommended the abatement document be started over so the citizens of Rosanky can have their concerns addressed. He also requested that a timetable is set for bulldozers to run so they aren't disturbing the citizens extremely early or late.

C. Certificates of Service were given to Krystal Burton in IT for 15 years, Rachel Frost as Commissioner Precinct 2 Assistant for 15 years, Maridel Borrego in the Collections and Compliance Office for 10 years, Suzy Stoppelberg-McGee in the DA's Office for 5 years and to Horace Black Jr for 5 years as a visiting Judge.

D. Department Reports:

1. Adena Lewis thanked the Court for the efforts given, sometimes at the last minute, to bring production to the County, which in turn brings economic development. She introduced Kim LeBlanc from the Texas Film Commission, who stated they are celebrating 50 years as a State Agency. Kim stated that Bastrop County is a Film Friendly County due to the efforts of Adena Lewis and presented a Film Friendly Certification to the County. The Judge thanked Adena for her excellent work. She stated that it remains to be about the "team". Adena further reported that due to COVID, business is down but they are starting to see increase in visitations to local hotels. She hopes to see an increase in HOT tax this year.

Adena stated that we will see growth in all parts of the County and that Broadband has been focused on a lot due to COVID especially how it has become essential for education, Telehealth and work. Adena stated that Bastrop County Cares has partnered with the Economic Development team to do a Broadband Study and it was a \$40,000 project. She thanked Bastrop County Cares, St. David's Foundation, The Hogg Foundation, Bastrop Economic Development Corporation, Elgin Economic Development Corporation, First National Bank of Bastrop, Frontier Bank of Texas and Smithville Area Chamber of Commerce for their generous donations toward this project. The full report and interactive map is located on the County website thanks to Lyndsey Schroeder. Adena stated that 3624 responses to a survey were completed by Bastrop County citizens and businesses. There are some large areas of the County with very little coverage. Broadband has never been addressed in Bastrop County like it is now and Adena is excited about this. There will be a follow up meeting on March 25, 2021 at 2:00 p.m. in the Annex conference room with all providers being present. Grants can be applied for because of this study.

2. Abram Barker gave an update on Floodplain Management. He stated that February was a very busy month with new floodplain maps being released. This affects how the community builds and grows. He stated the most impacted areas are the cities and the Cedar Creek watershed because of Cedar Creek and its' tributaries. The Colorado River did not have any major changes. Beckett thanked Abram for the report and thanked the Court for these studies dating back to 2005. She is happy to see updated maps due to these investments that were made.

3. Christine Files gave a report on DR-4586 (February Weather Event). The EOC has returned to normal operations. The Commissioners distributed 24 truckloads of water across their precincts over a four-day period. The Long Term Recover Team has partnered again with Mennonite Disaster Services to do plumbing repairs. So far 23 have been done and a new group arrived on Saturday and should get 15 more homes done this week. Crisis Cleanup has received 49 requests for Bastrop, Hays, Travis & Williamson Counties.

We are on Day 353 of our Response to COVID-19. The EOC remains a Level 3 Response to this. They continue to support St. David's Test site and vaccine pods at various places. The contract with St. David's expires at the end of March. There were 79 tests done last week. Christine asked for direction from the Court on this issue. Dr. Walkes' contract also expires at the end of March. The EOC recommends extending her contract. These items will be put on the next agenda.

Judge Pape stated how efficiently every vaccine clinic is run. The comments received reflect that they are very well organized like a well-oiled machine and they all run so smoothly. Judge Pape thanked Debbie Bresette from Bastrop County Cares for the beautiful organization of the volunteers and Dr. Walkes for the organization of the various clinics—over 5000 vaccines were given out in Bastrop County last week with another 1000 assigned to us at Circuit of the Americas. Christine announced a celebration was held in Bastrop County last week as we exceeded 10,000 vaccinations done in our County so far. The vaccine business is not slowing down here. Judge Pape thanked Bastrop Independent School District for the use of the PAC Center and announced that they offered the use of Memorial Stadium on Hwy 21 for a larger clinic if we can get the vaccines. He also thanked Bastrop Christian Outreach Center (BCOC) for opening their doors to whatever is needed. He stated their support has been heartwarming.

Christine reported that the National Guard sent the Air Guard to Bastrop County for the first pilot program across Texas on Saturday, March 6th to vaccinate homebound and elderly citizens. 103 vaccinations done between the hours of 9:30 am and 3:00 p.m. The oldest person was a 94-year-old woman who was vaccinated in her home. There are hundreds more that need to be vaccinated. Dr. Walkes had been compiling a list of names of homebound folks.

E. ACTION AGENDA: The following items are for discussion and possible action:

3. (Item # 4) Beckett made a motion to approve Bastrop County Constables Exempt Racial Profiling Report(s) for 2019-2020. Snowden seconded, motion carried with 5 ayes.

4. (Item # 5) Sheriff Cook reported there were no written reports filed. Hamner made a motion to approve 2020 Racial Profiling Statistics. Snowden seconded, motion carried with 5 ayes.
 5. (Item # 6) Snowden made a motion to approve Tyler Technologies Agreement for a wireless barcode scanner located in property room at Sheriff's Office. Beckett seconded, motion carried with 5 ayes.
 6. (Item # 20) Sheriff Cook thanked the Auditor's Office for getting all this together. Hamner made a motion to approve Intergovernmental Agreement with the US Marshals Service for increase in per diem for housing inmates. Beckett seconded, motion carried with 5 ayes.
 7. (Item # 21) Beckett made a motion to pay overtime instead of required Comp time when all time has been appropriately accounted for and agreed upon by Auditor and Human Resources. Hamner seconded, a friendly amendment was made by Beckett to say this is applicable to all departments who were called in to response to DR – 4586 Storm Uri, Hamner seconded the amendment, motion carried with 5 ayes.
 8. (Item # 22) Discussion was held on the Environmental Enforcement Officer. It was agreed that this person would be housed at the Sheriff's Office as a Deputy. Pape made a motion to approve Memorandum of Understanding between Bastrop County Development Services and Bastrop County Sheriff's Office regarding Environmental Enforcement Officer subject to Carolyn Dill, Judge Pape and Sheriff Cook working out the minor details and coming up with a final agreement. Snowden seconded, motion carried with 5 ayes.
- The Court took a 5-minute recess at 10:30 a.m. and was called back into session at 10:35 a.m.
9. (Item # 3) Kristin Miles briefed the Court on the required report in odd numbered years. They will pay close attention to City populations during redistricting. Snowden made a motion to accept the review of the County Election Precincts with no changes at this time. Beckett seconded, motion carried with 5 ayes.
 10. (Item # 7) Beckett made a motion to approve Ad Valorem Tax Collection Contract with Altessa Municipal Utility District. Snowden seconded, motion carried with 5 ayes.
 11. (Item # 8) Discussion was held on this issue with different ideas presented as possible solutions. Beckett made a motion to waive Transfer Station fees for 2 weeks, from March 16 through March 27, for damage due to Storm Uri, on the honor system. Snowden seconded, motion carried with 5 ayes.
 12. (Item # 9) Hamner made a motion to approve existing metes and bounds division of 0.445 acres and 0.34 acres in the B.A.M. Thomas Survey; Precinct: 1; Owner: Walter Sneed (pursuant to Section 232.0015 of the Texas Local Government Code). Beckett seconded, motion carried with 5 ayes.
 13. (Item # 10) Meuth made a motion to award a contract for RFP 21BCP01A Grant Writing and Admin for TDA-CDBG 2021-2022 Community Development Funds - Stony Point to Langford Community Management Services. Hamner seconded, motion carried with 5 ayes.
 14. (Item # 11) Meuth made a motion to enter into contract negotiations and approve a contract with Steger Bizzell Engineering, Inc. for RFQ 21BCP01B Engineering for TDA-CDBG 2021-2022 Community Development Funds - Stony Point, contingent upon successful fee schedule negotiations. Snowden seconded, motion carried with 5 ayes.
 15. (Item # 12) Hamner made a motion to approve request to solicit bids for an erosion repair project at Dry Creek Bridge in Precinct 1. Beckett seconded, motion carried with 5 ayes.
 16. (Item # 13) Snowden made a motion to approve request to solicit bids for cleaning of COVID-19 Vaccine Distribution Facilities. Beckett seconded, motion carried with 5 ayes.

D. Department Reports:

4. Dr. Walkes addressed the Court stating that testing is declining and the positivity rate is slowly declining. We have received 14,200 doses of vaccine and plan to distribute 4000-5000 this week. They are in the process of collaborating with Circuit of the Americas to get folks vaccinated. Judge Pape thanked Dr. Walkes and her entire team for the excellent job they are doing.

E. ACTION AGENDA: The following items are for discussion and possible action:

17. (Item # 14) Zac Loftin from CAMPO reported on the 2020 Bastrop County Transportation Plan Update. Beckett thanked the CAMPO staff for preparing this Plan. Beckett made a motion to adopt the 2020 Bastrop County Transportation Plan Update. Hamner seconded, motion carried with 5 ayes.

18. (Item # 15) Hamner made a motion to convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer's request not to have a new regional corridor go through his development to connect Lovers Lane to SH 304. Beckett seconded, motion carried with 5 ayes.

19. (Item # 16) Beckett made a motion to approve exemption from plat requirement on an existing metes and bounds division of 1.001 acres in the Henry P. Redfield Survey, Abstract 286; Owner: Buffalo Creek Properties, LLC (pursuant to Section 232.0015 of the Local Government Code). Meuth seconded, motion carried with 5 ayes.

20. (Item # 17) Snowden made a motion to approve Preliminary Plan of Dunbar Estates Subdivision which lays out 5 lots out of 18.024 acres in the Dempsey Pace Survey; Owner: Austin787 Properties, LLC in Precinct 4. Meuth seconded, motion carried with 5 ayes.

21. (Item # 18) Snowden made a motion to set a public hearing on Monday, April 12, 2021 at 9:30 a.m. for:

A. Regarding the revision of a portion of Tract 14, Rianna Woods Subdivision and Tract 15-B, Rianna Woods Subdivision, Amending Plat of Tract 15 with a variance to Bastrop County Subdivision Regulations, Section VI.3.a. (lot frontage); Owner: Luis Alberto Avila Flores (aka: Luis Avila) in Precinct 4.

22. (Item # 19) Beckett made a motion to appoint Mayor Joanna Morgan as Bastrop County representative to CARTPO Board. Hamner seconded, motion carried with 5 ayes.

F. DISCUSSION ONLY:

DO1. Beckett explained the situation between the Tiner siblings concerning the Tiner Family Subdivision.

DO2. Carolyn Dill addressed the Court concerning updating subdivision regulations for high density development.

DO3. Amending Bastrop County COVID-19 Operations Strategies—Judge Pape informed the Court that folks will begin asking us to remove precautions based on the Governor's removal of the mask mandate effective 3/10/2021. He will address this in the next meeting.

G. CONSENT AGENDA (Consent Agenda items are generally routine.) Unless removed by a member of the Court, items listed on the consent agenda will be acted on together.

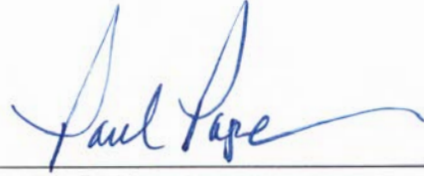
- CA1. Approve bond of Kyle Pence as Deputy Sheriff.
- CA2. Release of LPHCP Conservation Easement: Milner, Glona.
- CA3. Approve LPHCP Implementing Agreements: Milner, Littles.
- CA4. Approve LPHCP Conservation Easements: Milner, Fahrkopf, Voight, Davis, Vassar, Evans.
- CA5. Election contracts for the following entities for the May 1, 2021 Election: (A) Elgin Municipal Utility District No. 1, (B) Elgin Municipal Utility District No. 2.
- CA6. Approve corrected "Consent to Define Easement on Upper Elgin Road".
- CA7. 2019 and 2020 Tax Rate Order typo corrections.
- CA8. Medina Place; divide 3 lots out of 3.998 acres in the Bastrop Town Tract Survey; Owners: Jose Medina Lopez (aka: Jose Medina Gallegos) and Carolina Medina Gallegos; Precinct 1.
- CA9. Reality Point Subdivision, Amending Plat of Lots 9A & 11A of Reality Point Subdivision, Amending Plat of Lots 9 & 11; Owners: Scott E. Botz & Valerie Gallegos-Botz and Evean Joseph Murphy, Jr. & Ebbie Doll Murphy; Precinct 2.
- CA10. Copeland Acres; divide an existing 5 acres in the George H. Stoval Survey; Owners: Franklin Dwight Copeland and Alisa Kay Copeland; Precinct 4.
- CA11. The Happy Toad Amended Plat of Lot 1; Owner; Miles E. Collinson; Precinct 2.
- CA12. Amending Plat of Lot 28 & Portion of Lot 29, Thousand Oaks; Owners: Marcos Rodriguez & Maria E. Rodriguez-Pacheco; Precinct 3.
- CA13. Brochtrup Subdivision; divide four (4) lots out of 14.05 acres in the Bernard Bymer Survey; Owners: Joseph E. Brochtrup and Vicki A. Junker; Precinct 3.
- CA14. Redbird Estates; divide two lots out 2.582 acres in the Sarah Cottle Survey; Owners: Craig Scot Robichaud & Sharon Grace Robichaud; Precinct 2.
- CA15. Ratify the signing of two rental agreements by the Bastrop County OEM with A-1 Party Time Rentals for Tents used at the COVID-19 Vaccine Clinics.
- CA16. Approve refunds of overpayment or double payment of property taxes since January 1, 2021, pursuant to Section 31.11 (a) (2) of the Texas Property Tax Code.
- CA17. Application for the State Criminal Alien Assistance Program (SCAAP) Grant FY 2020.

Judge Pape informed the Court that CA6 needed to be pulled.

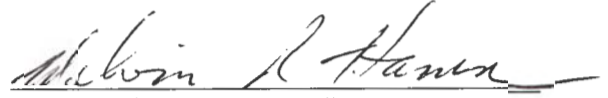
Snowden made a motion to approve all items on the Consent Agenda except Item CA6, which was pulled. Beckett seconded, motion carried with 5 ayes.

CA6. Pape made a motion to table Item CA6. Hamner seconded, motion carried with 5 ayes.

H. Having concluded all the business on the Agenda, Judge Pape declared the meeting adjourned at 12:11 p.m.

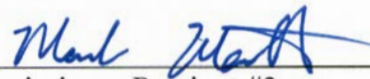


County Judge

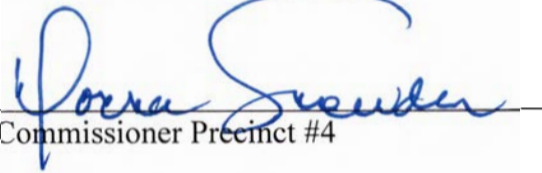


Commissioner Precinct #1

Commissioner Precinct #2



Commissioner Precinct #3



Commissioner Precinct #4

Attest:



Rose Pietsch, County Clerk



April 26, 2021

City of Bastrop
Development Services Department
211 Jackson Street
Bastrop, Texas 78602

Re: Colorado Bend
Comprehensive Plan Amendment: Transportation Master Plan

Dear Review Team:

Land Strategies, Inc., on behalf of the developer, respectfully submits this request to amend the City of Bastrop Comprehensive Plan's Transportation Master Plan to accommodate the proposed Colorado Bend development, located along the Colorado River at the intersection of Lovers Lane and Margie's Way, in Bastrop's ETJ. This Comprehensive Plan Amendment is proposed in conjunction with a separate Comprehensive Plan Amendment specific to the Future Land Use Map, which are both to be reviewed in association with the Development Agreement currently in process with the City of Bastrop.

Proposed Project Description

The Colorado Bend project, totaling 546.364 acres (see attached survey), will include a mix of uses for a proposed film studio. These uses, as described in the Development Agreement referenced above, may include, but may not be limited to, the following:

- Multi-faceted film studio facilities, including production facilities, sound stages, backlots, storage, and other ancillary and support spaces;
- Short-term residential accommodations or similar uses with associated amenities;
- Restaurants and event spaces;
- Recreational facilities, including a golf course, dude ranch, campground, RV park, club house, parks and greenbelt areas, or similar uses.

Transportation Master Plan – Amendment Description

Map 5.1 of the City of Bastrop Transportation Master Plan (attached) reflects a future Local Connector Street grid throughout the Colorado Bend property, as well as a Primary Multimodal Street through the property with a bridge across the Colorado River connecting Lovers Lane to SH 304. With this Comprehensive Plan Amendment, we request to remove the proposed bridge across the Colorado River and remove the Local Connector Street grid system on the Colorado Bend property. Instead, based on discussions with City and County staff and representatives, we propose a single public perimeter roadway, as shown on the attached exhibit, with all internal roadways designated as private roads/drives.

On March 8, 2021, the Bastrop County Commissioners Court agenda included the following item: *“Consider amending the Bastrop County Transportation Plan regarding relocating or re-aligning a new bridge across the Colorado River south of SH 71, to connect Lovers Lane to SH 304; Judge Pape.”*

In the minutes of that meeting (see attached, page 4, Item E.18, highlighted), Commissioner Mel Hamner (Precinct 1) *“made a motion to convey our willingness to conceptually amend our Transportation Plan and be flexible to honor this developer’s request not to have a new regional corridor go through his development to connect Lovers Lane to SH 304. Beckett seconded, motion carries with 5 ayes.”* Therefore, the removal of the proposed bridge and roadway connecting SH 304 to Lovers Lane through the property is feasible and sensible for the Colorado Bend development.

Amendment in Conjunction with Development Agreement – Timing of Approval

The development team for the Colorado Bend project has been in communication with City of Bastrop staff, and progress is being made with respect to the referenced Development Agreement. The Development Agreement includes stipulations for this requested Comprehensive Plan Amendment with respect to the timing of approvals. Specifically, the Development Agreement includes a provision that the City approve the Comprehensive Plan Amendments (FLUM and Master Transportation Plan) concurrently with approval of the Development Agreement.

Please feel free to reach out with any questions or should you require additional information.

Best regards,



Paul W. Linehan, RLA
President

Attachments

- cc: Alton Brown, Manager – Bastrop Colorado Bend, LLC
- cc: Steven Takoushian & David Heckler – Watchdog Real Estate Project Management
- cc: Bill McLean & Laci Ehlers – McLean & Howard, LLP
- cc: Brendan McEntee, P.E. – Carlson, Brigance & Doering, Inc.



STAFF REPORT

MEETING DATE: June 3, 2021

AGENDA ITEM: 3C

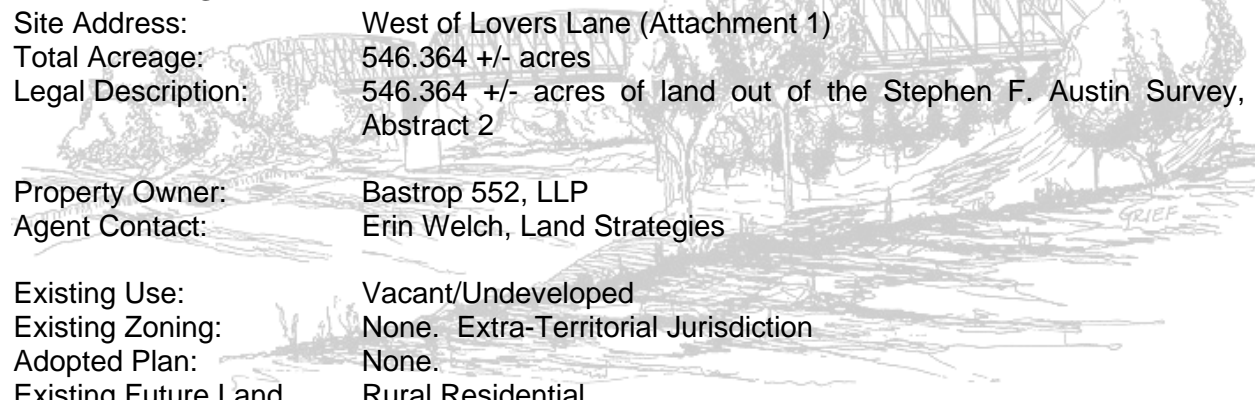
TITLE:

Public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Assistant Planning Director

ITEM DETAILS:



Site Address: West of Lovers Lane (Attachment 1)
Total Acreage: 546.364 +/- acres
Legal Description: 546.364 +/- acres of land out of the Stephen F. Austin Survey, Abstract 2
Property Owner: Bastrop 552, LLP
Agent Contact: Erin Welch, Land Strategies
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Adopted Plan: None.
Existing Future Land Use Category: Rural Residential
Proposed Future Land Use Category: Industry

BACKGROUND/HISTORY:

The Bastrop 552 Development is a proposed 546-acre development with a mix of land uses and development types that that support a primary use as a film studio. The site is currently located within the City's Statutory Extraterritorial Jurisdiction, but before development will annex into the city limits.

This tract is bordered on the west by the Colorado River. As a property that is mostly within the 100-year and 500-year flood plain, the Future Land Use Plan envisioned the best use for this property to be low-density residential. Taken as a single development, this property also has limited access to the west without the construction of bridges over the Colorado River.

The applicant is requesting a change to the Comprehensive Plan Future Land Use to Industry which would allow a future Employment Center Place Type zoning. This would allow for the development of a multi-faceted film studio facility which would include production facilities, sound

stages, backlots, storage and other ancillary spaces. Lodging, restaurants, event spaces and recreational facilities would all support this film studio use.

POLICY EXPLANATION:

Comprehensive Plan Amendments are regulated under Section 213 of the Texas Local Government Code.

Sec. 213.003. Adoption of Amendment of Comprehensive Plan

(a) A comprehensive plan may be adopted or amended by ordinance following:

- (1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and
- (2) review by the municipality's planning commission or department, if one exists.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

A published notice was placed in the Bastrop Advertiser on May 15th and sent mailed notices to 57 property owners within 200 feet of the property. At the time of this report, two responses were opposed and two requests more information.

RECOMMENDATION:

Hold public hearing and consider action to approve an amendment to the Comprehensive Plan to change the Future Land Use designation from Rural Residential to Industry for Bastrop 552, LLP for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction.

ATTACHMENTS:

- Exhibit A – Future Land Use Plan Amendment – Proposed
- Exhibit B – Bastrop 552 Survey
- Attachment 1 – Location Map
- Attachment 2 – Existing Future Land Use Map
- Attachment 3 – Applicant Request Letter



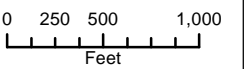
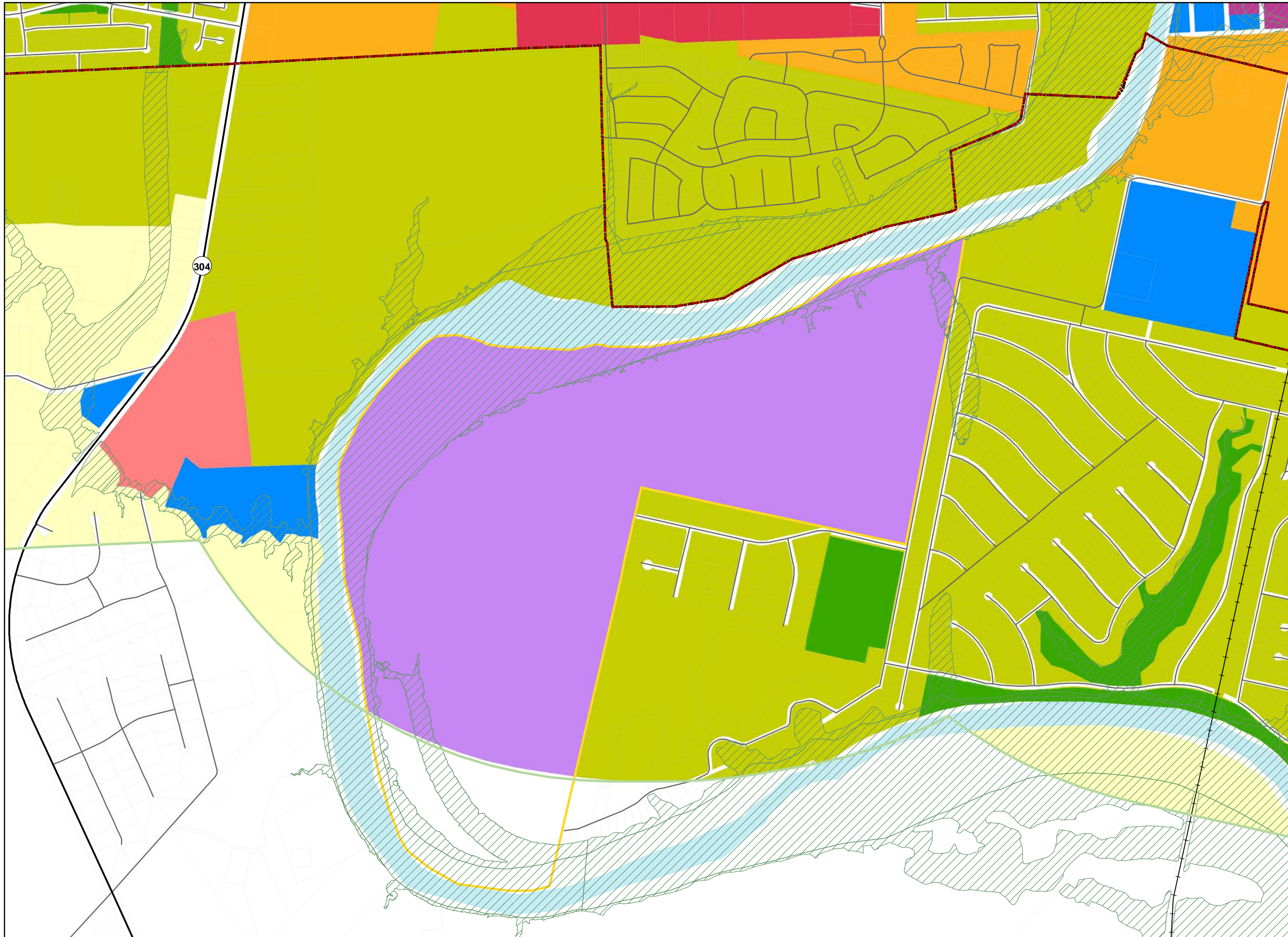
Future Land Use Amendment - Proposed

Legend

- City Limit
- City Boundary
- Statutory ETJ
- Project Boundary
- Parcels

Land Use Description

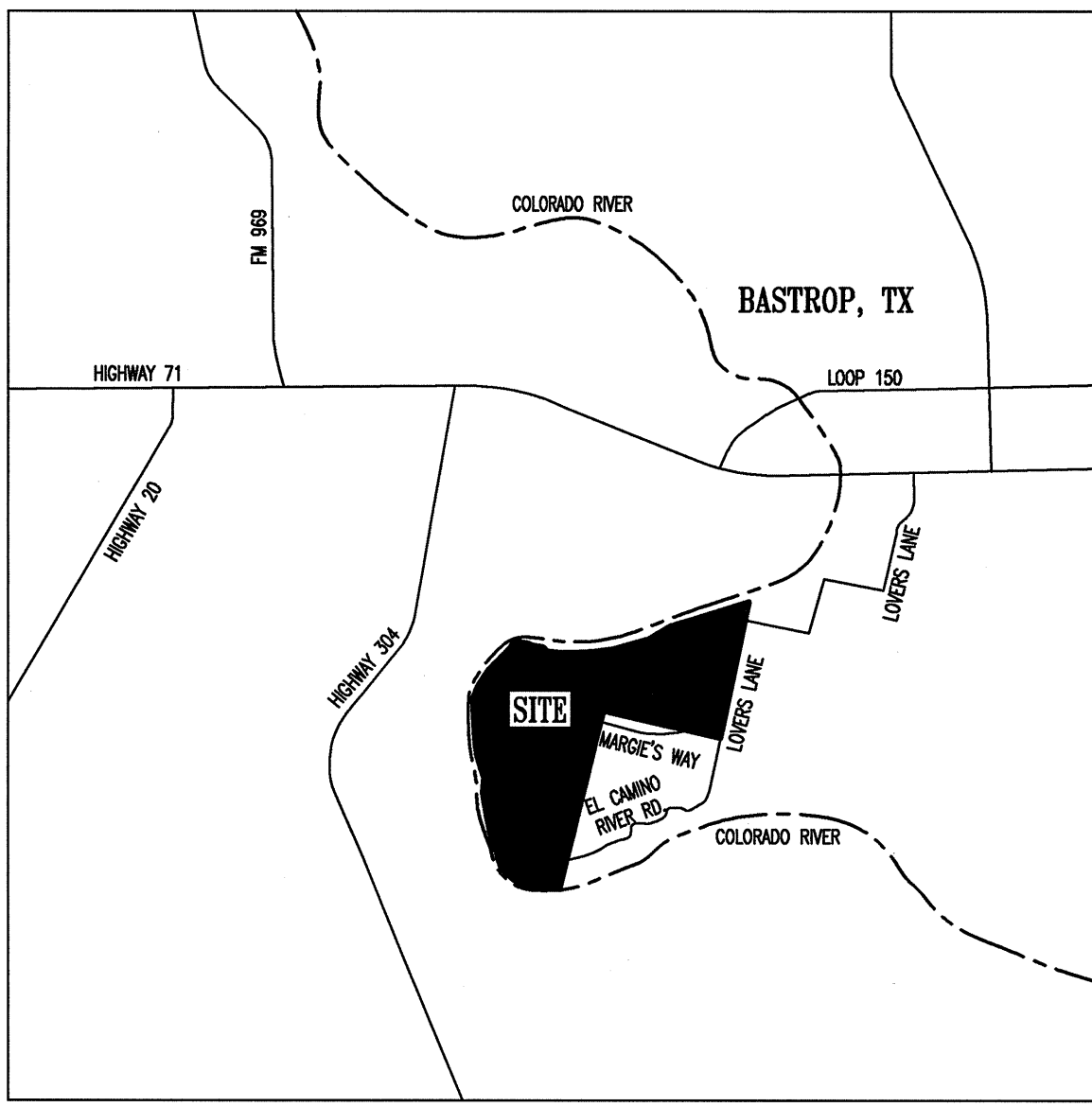
- Parks and Open Space
- Rural Residential
- Neighborhood Residential
- Transitional Residential
- Neighborhood Commercial
- General Commercial
- Professional Services
- Downtown Bastrop*
- Public and Institutional
- Industrial
- Flood Zone Overlay



Date: 5/28/2021

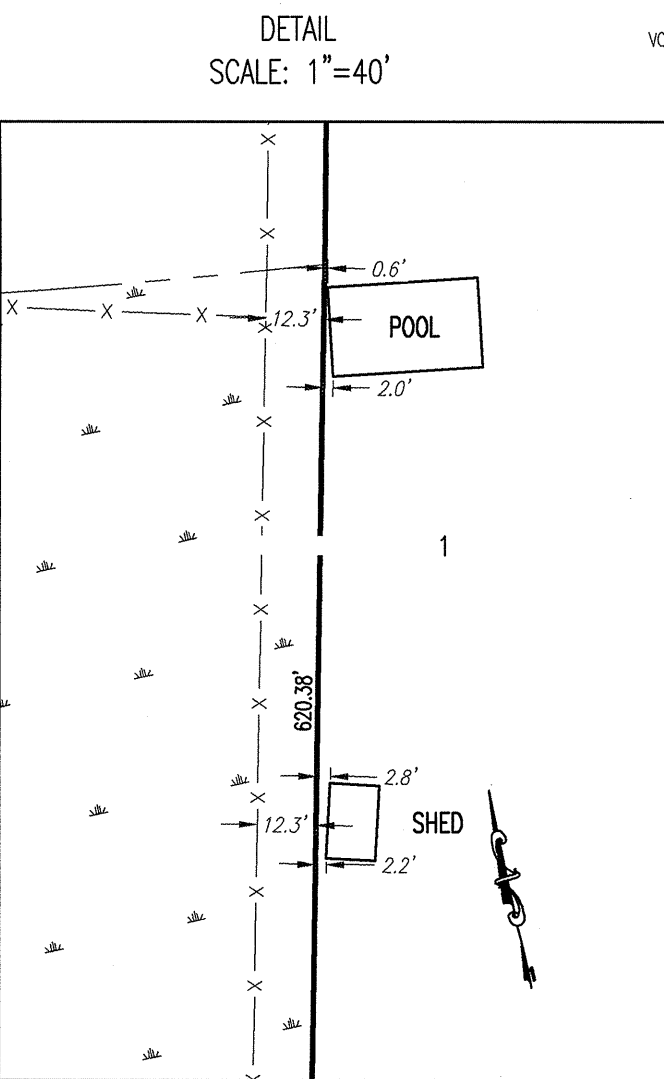
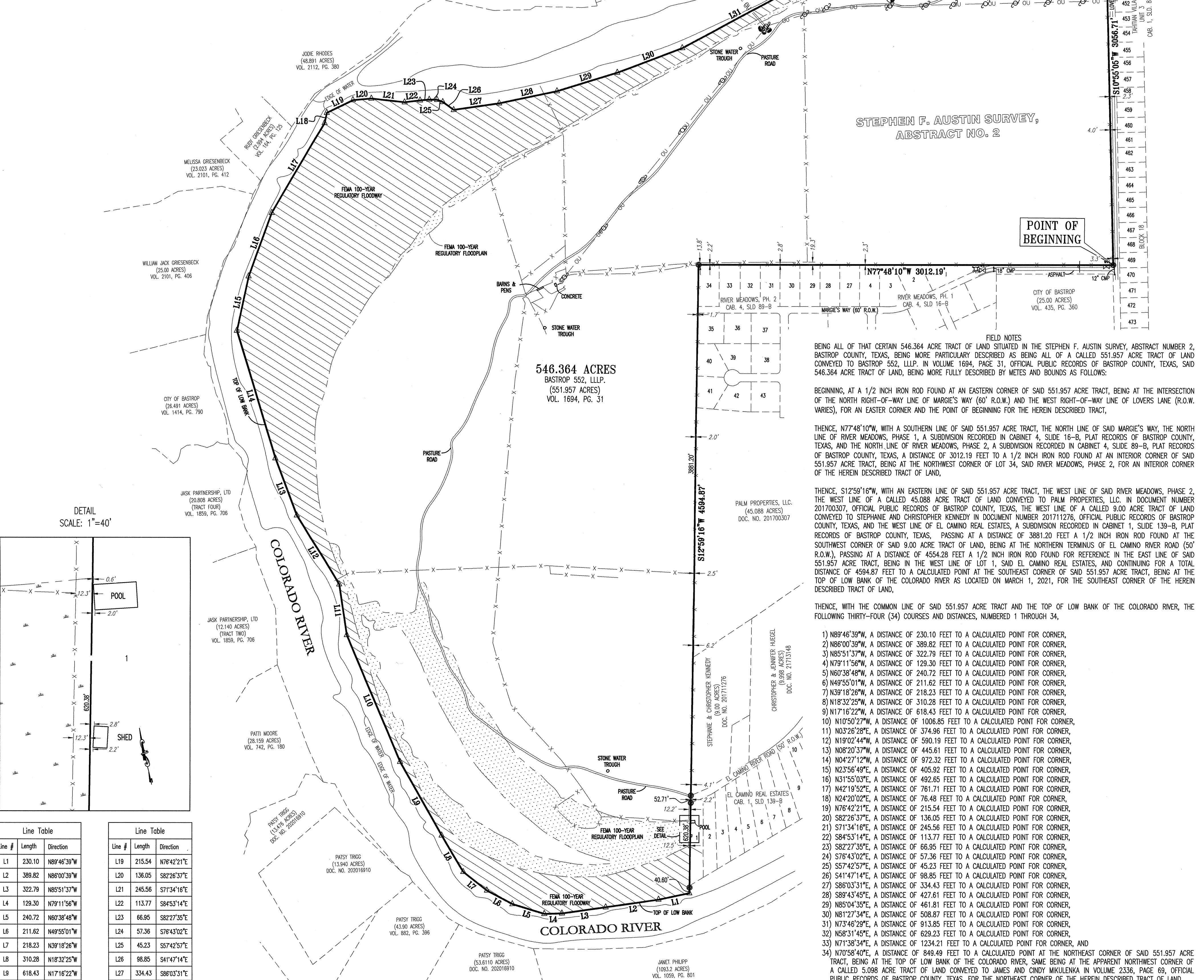
N
The accuracy and precision of this cartographic data is limited and should be used for information planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

ALTA SURVEY OF 546.364 ACRES SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ASBTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING ALL OF THAT CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP. IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



SCALE: 1" = 400'

- LEGEND**
- ⊕ BENCHMARK
 - 1/2" IRON ROD FOUND
 - 1/2" CAPPED IRON ROD SET
 - △ CALCULATED POINT
 - GUY POLE
 - ⊖ POWER POLE
 - ⊙ SIGN
 - ⊕ WATER VALVE
 - ⊕ FIRE HYDRANT
 - OVERHEAD ELECTRIC LINE
 - - - WIRE FENCE



Line #	Length	Direction
L1	230.10	N89°46'39"W
L2	389.82	N86°00'39"W
L3	322.79	N85°51'37"W
L4	129.30	N79°11'56"W
L5	240.72	N60°38'48"W
L6	211.62	N49°55'01"W
L7	218.23	N39°18'26"W
L8	310.28	N18°32'25"W
L9	618.43	N17°16'22"W
L10	1006.85	N10°50'27"W
L11	374.96	N03°26'28"E
L12	590.19	N19°02'44"W
L13	445.61	N08°20'37"W
L14	972.32	N04°27'12"W
L15	405.92	N23°56'49"E
L16	492.65	N31°55'03"E
L17	781.71	N42°19'52"E
L18	76.48	N24°20'02"E

Line #	Length	Direction
L19	215.54	N76°42'21"E
L20	136.05	S82°26'37"E
L21	245.56	S71°34'16"E
L22	113.77	S84°53'14"E
L23	66.95	S82°27'35"E
L24	57.36	S76°43'02"E
L25	45.23	S57°42'57"E
L26	98.85	S41°47'14"E
L27	334.43	S86°03'31"E
L28	427.61	S88°43'45"E
L29	461.81	N85°04'35"E
L30	508.87	N81°27'34"E
L31	913.85	N73°46'29"E
L32	629.23	N58°31'45"E
L33	1234.21	N71°38'34"E
L34	849.49	N70°58'40"E
L35	465.77	S102°27'05"W

NOTE: A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48021C0355E FOR BASTROP COUNTY, TEXAS, DATED JANUARY 19, 2006, AND REVISED BY LOMR - 19-06-0976P, DATED NOVEMBER 18, 2019.

BENCHMARK:
 TBM-1:
 1/2 INCH IRON ROD SET STAMPED "CONTROL POINT"
 NORTH:10010313.37, EAST:3245471.66 (NAD83)
 371.23' (NAVD88)

BEING ALL OF THAT CERTAIN 546.364 ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 551.957 ACRE TRACT OF LAND CONVEYED TO BASTROP 552, LLLP, IN VOLUME 1694, PAGE 31, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 546.364 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT AN EASTERN CORNER OF SAID 551.957 ACRE TRACT, BEING 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), FOR AN EASTER CORNER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT,

THENCE, N77°48'10"W, WITH A SOUTHERN LINE OF SAID 551.957 ACRE TRACT, THE NORTH LINE OF SAID MARGIE'S WAY, THE NORTH LINE OF RIVER MEADOWS, PHASE 1, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 16-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THE NORTH LINE OF RIVER MEADOWS, PHASE 2, A SUBDIVISION RECORDED IN CABINET 4, SLIDE 89-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, A DISTANCE OF 3012.19 FEET TO A 1/2 INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF LOT 34, SAID RIVER MEADOWS, PHASE 2, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S12°59'18"W, WITH AN EASTERN LINE OF SAID 551.957 ACRE TRACT, THE WEST LINE OF SAID RIVER MEADOWS, PHASE 2, THE WEST LINE OF A CALLED 45.088 ACRE TRACT OF LAND CONVEYED TO PALM PROPERTIES, LLC, IN DOCUMENT NUMBER 20170307, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, THE WEST LINE OF A CALLED 9.00 ACRE TRACT OF LAND CONVEYED TO STEPHANIE AND CHRISTOPHER KENNEDY IN DOCUMENT NUMBER 201711276, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND THE WEST LINE OF EL CAMINO REAL ESTATES, A SUBDIVISION RECORDED IN CABINET 1, SLIDE 139-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, PASSING AT A DISTANCE OF 4554.28 FEET A 1/2 INCH IRON ROD FOUND AT THE NORTHERN TERMINUS OF EL CAMINO REAL ESTATES (50' R.O.W.), PASSING AT A DISTANCE OF 4554.28 FEET A 1/2 INCH IRON ROD FOUND FOR REFERENCE IN THE EAST LINE OF SAID 551.957 ACRE TRACT, BEING IN THE WEST LINE OF LOT 1, SAID EL CAMINO REAL ESTATES, AND CONTINUING FOR A TOTAL DISTANCE OF 4594.87 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER AS LOCATED ON MARCH 1, 2021, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND THE TOP OF LOW BANK OF THE COLORADO RIVER, THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES, NUMBERED 1 THROUGH 34,

- 1) N89°46'39"W, A DISTANCE OF 230.10 FEET TO A CALCULATED POINT FOR CORNER,
- 2) N85°00'39"W, A DISTANCE OF 389.82 FEET TO A CALCULATED POINT FOR CORNER,
- 3) N85°51'37"W, A DISTANCE OF 322.79 FEET TO A CALCULATED POINT FOR CORNER,
- 4) N79°11'56"W, A DISTANCE OF 129.30 FEET TO A CALCULATED POINT FOR CORNER,
- 5) N60°38'48"W, A DISTANCE OF 240.72 FEET TO A CALCULATED POINT FOR CORNER,
- 6) N49°55'01"W, A DISTANCE OF 211.62 FEET TO A CALCULATED POINT FOR CORNER,
- 7) N39°18'26"W, A DISTANCE OF 218.23 FEET TO A CALCULATED POINT FOR CORNER,
- 8) N18°32'25"W, A DISTANCE OF 310.28 FEET TO A CALCULATED POINT FOR CORNER,
- 9) N17°16'22"W, A DISTANCE OF 618.43 FEET TO A CALCULATED POINT FOR CORNER,
- 10) N10°50'27"W, A DISTANCE OF 1006.85 FEET TO A CALCULATED POINT FOR CORNER,
- 11) N03°26'28"E, A DISTANCE OF 374.96 FEET TO A CALCULATED POINT FOR CORNER,
- 12) N19°02'44"W, A DISTANCE OF 590.19 FEET TO A CALCULATED POINT FOR CORNER,
- 13) N08°20'37"W, A DISTANCE OF 445.61 FEET TO A CALCULATED POINT FOR CORNER,
- 14) N04°27'12"W, A DISTANCE OF 972.32 FEET TO A CALCULATED POINT FOR CORNER,
- 15) N23°56'49"E, A DISTANCE OF 405.92 FEET TO A CALCULATED POINT FOR CORNER,
- 16) N31°55'03"E, A DISTANCE OF 492.65 FEET TO A CALCULATED POINT FOR CORNER,
- 17) N42°19'52"E, A DISTANCE OF 781.71 FEET TO A CALCULATED POINT FOR CORNER,
- 18) N42°20'02"E, A DISTANCE OF 76.48 FEET TO A CALCULATED POINT FOR CORNER,
- 19) N76°42'21"E, A DISTANCE OF 215.54 FEET TO A CALCULATED POINT FOR CORNER,
- 20) S82°26'37"E, A DISTANCE OF 136.05 FEET TO A CALCULATED POINT FOR CORNER,
- 21) S71°34'16"E, A DISTANCE OF 245.56 FEET TO A CALCULATED POINT FOR CORNER,
- 22) S84°53'14"E, A DISTANCE OF 113.77 FEET TO A CALCULATED POINT FOR CORNER,
- 23) S82°27'35"E, A DISTANCE OF 66.95 FEET TO A CALCULATED POINT FOR CORNER,
- 24) S76°43'02"E, A DISTANCE OF 57.36 FEET TO A CALCULATED POINT FOR CORNER,
- 25) S57°42'57"E, A DISTANCE OF 45.23 FEET TO A CALCULATED POINT FOR CORNER,
- 26) S41°47'14"E, A DISTANCE OF 98.85 FEET TO A CALCULATED POINT FOR CORNER,
- 27) S86°03'31"E, A DISTANCE OF 334.43 FEET TO A CALCULATED POINT FOR CORNER,
- 28) S88°43'45"E, A DISTANCE OF 427.61 FEET TO A CALCULATED POINT FOR CORNER,
- 29) N85°04'35"E, A DISTANCE OF 461.81 FEET TO A CALCULATED POINT FOR CORNER,
- 30) N81°27'34"E, A DISTANCE OF 508.87 FEET TO A CALCULATED POINT FOR CORNER,
- 31) N73°46'29"E, A DISTANCE OF 913.85 FEET TO A CALCULATED POINT FOR CORNER,
- 32) N58°31'45"E, A DISTANCE OF 629.23 FEET TO A CALCULATED POINT FOR CORNER,
- 33) N71°38'34"E, A DISTANCE OF 1234.21 FEET TO A CALCULATED POINT FOR CORNER, AND
- 34) N70°58'40"E, A DISTANCE OF 849.49 FEET TO A CALCULATED POINT AT THE NORTHEAST CORNER OF SAID 551.957 ACRE TRACT, BEING AT THE TOP OF LOW BANK OF THE COLORADO RIVER, SAME BEING AT THE APPARENT NORTHWEST CORNER OF A CALLED 5.098 ACRE TRACT OF LAND CONVEYED TO JAMES AND CINDY MIKULENKA IN VOLUME 2336, PAGE 69, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S102°27'05"W, WITH THE COMMON LINE OF SAID 5.098 ACRE TRACT AND SAID 551.957 ACRE TRACT, PASSING AT A DISTANCE OF 1000.00 FEET A 1/2 INCH IRON ROD SET STAMPED "CROSS" FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 465.77 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 5.098 ACRE TRACT, BEING IN A NORTHERN LINE OF SAID LOVERS LANE,

THENCE, S10°55'05"W, WITH THE COMMON LINE OF SAID 551.957 ACRE TRACT AND SAID LOVERS LANE, A DISTANCE OF 3056.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 546.364 ACRES OF LAND.

ACCORDING TO THE TITLE COMMITMENT G.F. NO. T-141384, EFFECTIVE DATE DECEMBER 28, 2020:

THIS TRACT OF LAND IS SUBJECT TO THE FOLLOWING:
 10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 4. A DRAINAGE EASEMENT GRANTED TO THE CITY OF BASTROP AS DESCRIBED IN DOCUMENT NUMBER 201609619, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (SHOWN HEREON)

ACCORDING TO THE TITLE COMMITMENT G.F. NO. T-141384, EFFECTIVE DATE DECEMBER 28, 2020:

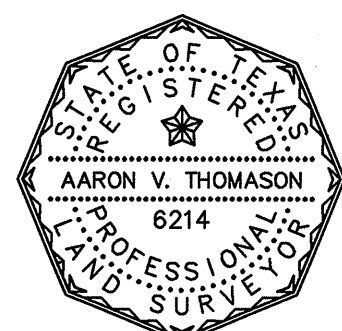
THIS TRACT OF LAND IS NOT SUBJECT TO THE FOLLOWING:
 10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 3. AN ELECTRIC FACILITIES EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 1914, PAGE 781, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. (NORTH OF PROPERTY)

TO: ASAS, LLC., BASTROP 552, LLLP, AND TITLE RESOURCES GUARANTY COMPANY,
 OFF# T-141384, EFFECTIVE: DECEMBER 28, 2020

STATE OF TEXAS:
 COUNTY OF BASTROP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
 FIELD WORK COMPLETED: 11TH DAY OF MARCH, 2021
 MAP DATE: THIS THE 23RD DAY OF MARCH, 2021

AARON V. THOMASON, R.P.L.S. NO. 6214
 CARLSON, BRIGANCE, AND DOERING
 5501 WEST WILLIAM CANNON
 AUSTIN, TX 78749
 PH: 512-282-0170
 AARON@CBDENG.COM

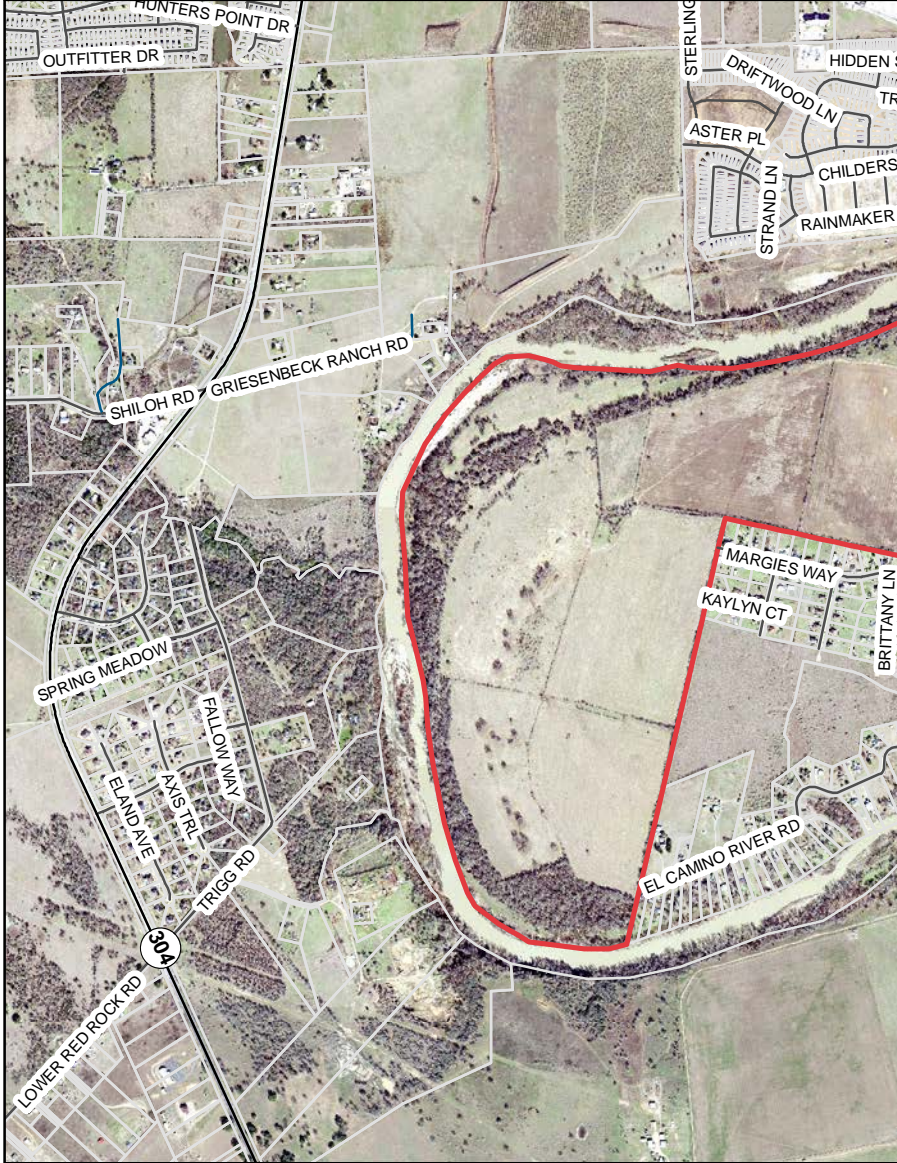
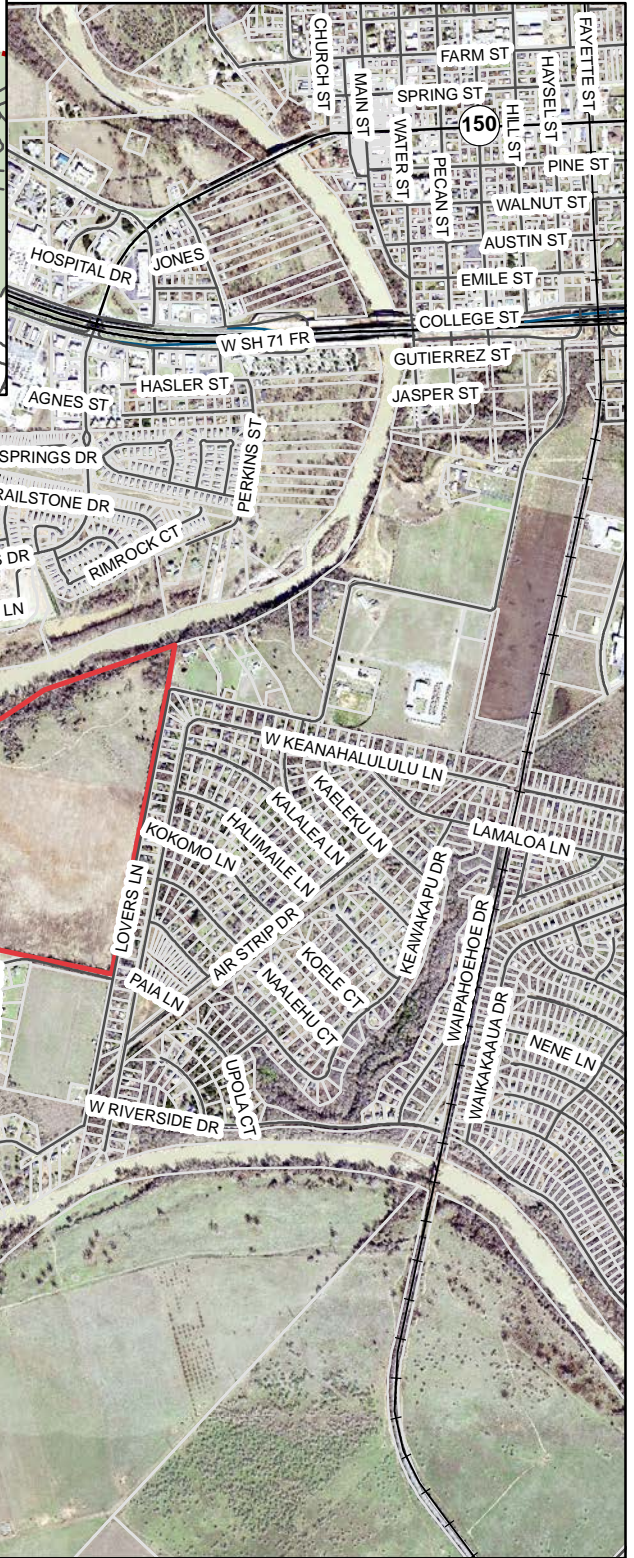
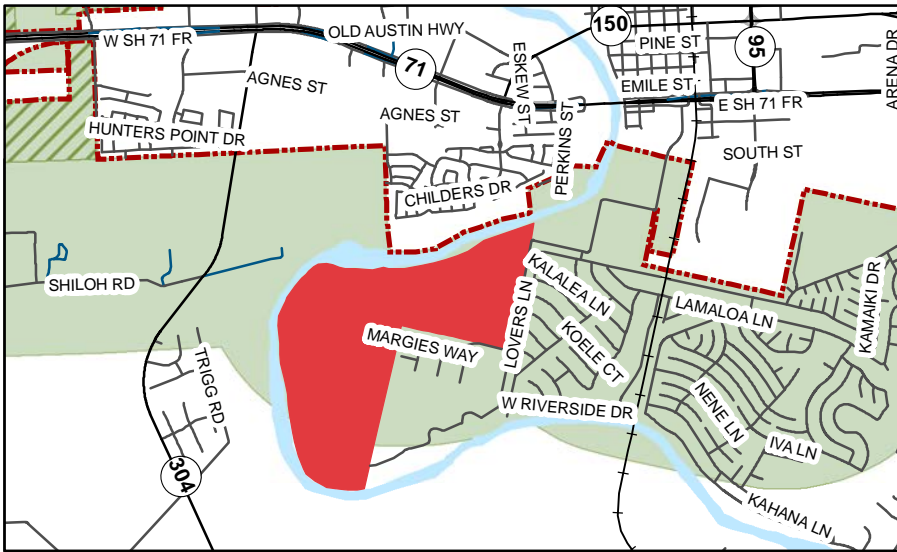


BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
 FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

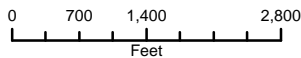
Attachment 1 Location Map



Date: 5/19/2021

Bastrop 552

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.








1 inch = 2,000 feet



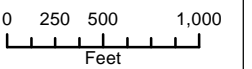
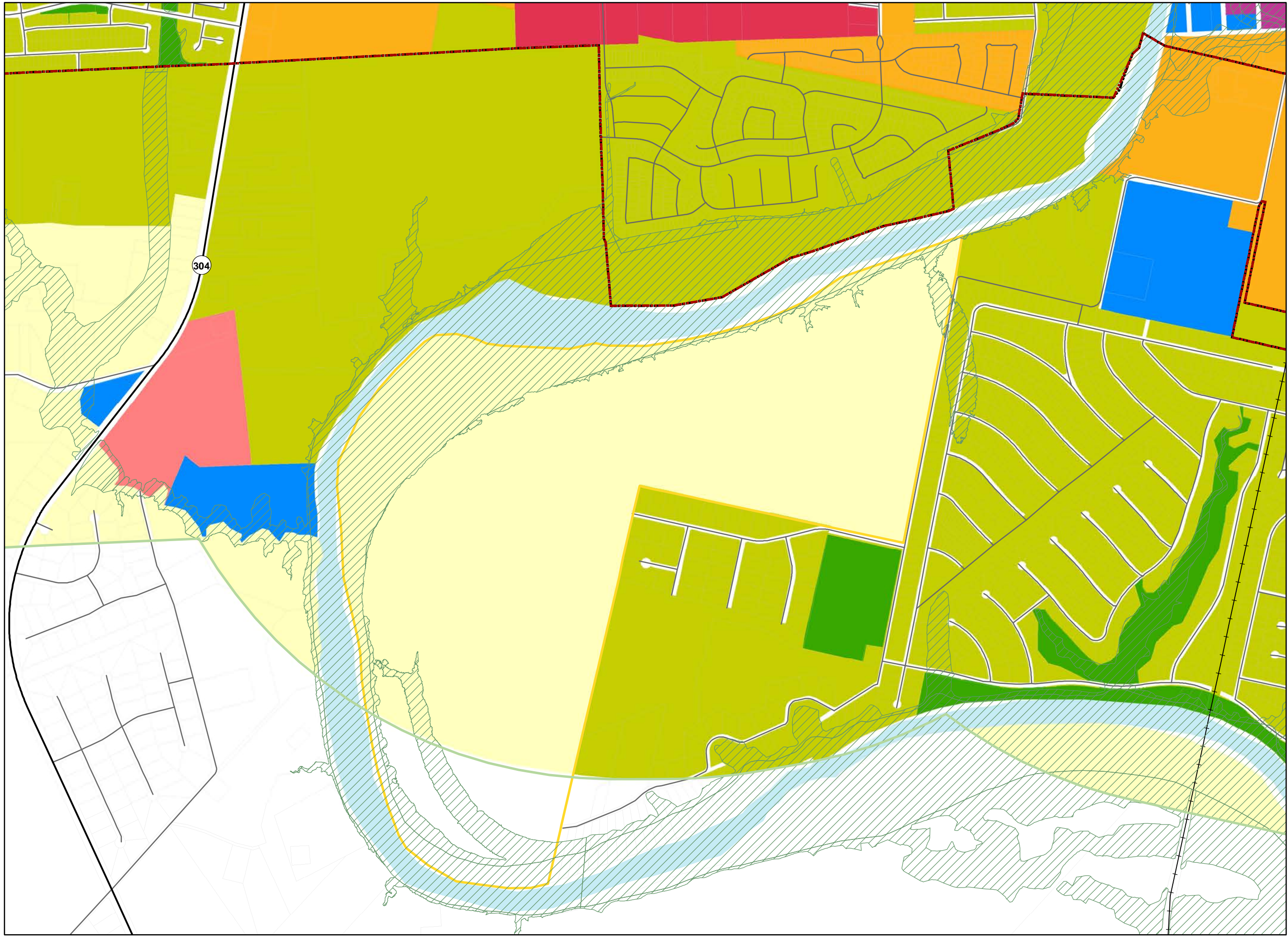
Future Land Use Amendment - Existing

Legend

-  City Limit
-  City Boundary
-  Statutory ETJ
-  Project Boundary
-  Parcels

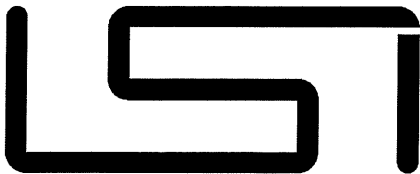
Land Use Description

-  Parks and Open Space
-  Rural Residential
-  Neighborhood Residential
-  Transitional Residential
-  Neighborhood Commercial
-  General Commercial
-  Professional Services
-  Downtown Bastrop*
-  Public and Institutional
-  Industrial
-  Flood Zone Overlay



Date: 5/28/2021

N The accuracy and precision of this cartographic data is limited and should be used for information planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



LAND STRATEGIES INC

April 26, 2021

City of Bastrop
Development Services Department
211 Jackson Street
Bastrop, Texas 78602

Re: Colorado Bend
Comprehensive Plan Amendment: Future Land Use Map

Dear Review Team:

Land Strategies, Inc., on behalf of the developer, respectfully submits this request to amend the City of Bastrop Comprehensive Plan's Future Land Use Map to accommodate the proposed Colorado Bend development, located along the Colorado River at the intersection of Lovers Lane and Margie's Way, in Bastrop's ETJ. This Comprehensive Plan Amendment is proposed in conjunction with a separate Comprehensive Plan Amendment specific to the Master Transportation Plan, which are both to be reviewed in association with the Development Agreement currently in process with the City of Bastrop.

Proposed Project Description

The Colorado Bend project, totaling 546.364 acres (see attached survey), will include a mix of uses for a proposed film studio. These uses, as described in the Development Agreement referenced above, may include, but may not be limited to, the following:

- Multi-faceted film studio facilities, including production facilities, sound stages, backlots, storage, and other ancillary and support spaces;
- Short-term residential accommodations or similar uses with associated amenities;
- Restaurants and event spaces;
- Recreational facilities, including a golf course, dude ranch, campground, RV park, club house, parks and greenbelt areas, or similar uses.

Future Land Use Map – Amendment Description

The property is currently designated on the City of Bastrop's Future Land Use Map (FLUM) as Rural Residential. However, to accommodate the proposed mix of land uses described above, we propose to amend the FLUM to change the land use designation to a mixture of Neighborhood Commercial, Industry, Parks & Open Space, and Transitional Residential. Additionally, we request that no specific land use area boundaries be required, in order to provide sufficient flexibility for development of the property over time.

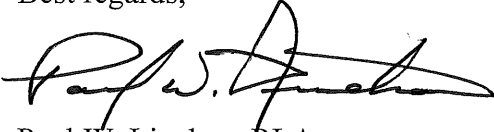
Amendment in Conjunction with Development Agreement – Timing of Approval

The development team for the Colorado Bend project has been in communication with City of Bastrop staff, and progress is being made with respect to the referenced Development Agreement. The Development Agreement includes stipulations for this requested Comprehensive Plan Amendment

with respect to the timing of approvals. Specifically, the Development Agreement includes a provision that the City approve the Comprehensive Plan Amendments (FLUM and Master Transportation Plan) concurrently with approval of the Development Agreement.

Please feel free to reach out with any questions or should you require additional information.

Best regards,

A handwritten signature in black ink, appearing to read "Paul W. Linehan". The signature is fluid and cursive, with a large initial "P" and "L".

Paul W. Linehan, RLA
President

Attachments

- cc: Alton Brown, Manager – Bastrop Colorado Bend, LLC
- cc: Steven Takoushian & David Heckler – Watchdog Real Estate Project Management
- cc: Bill McLean & Laci Ehlers – McLean & Howard, LLP
- cc: Brendan McEntee, P.E. – Carlson, Brigance & Doering, Inc.