

**RESOLUTION NO. R-2025-01**

**AMENDED AND RESTATED TRI-PARTY AGREEMENT REGARDING FUTURE CONNECTIONS**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDED AND RESTATED TRI-PARTY AGREEMENT FOR FUTURE CONNECTIONS IN THE COLONY PROJECT TO OFF-SITE ROADWAYS, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.**

**WHEREAS,** the City of Bastrop previously entered into a "Consent for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1: on February 23, 2004; and

**WHEREAS,** the City of Bastrop City entered into a "First Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on June 14, 2016; and

**WHEREAS,** the City of Bastrop entered into a "Second Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on November 7, 2017; and

**WHEREAS,** the City of Bastrop entered into a "Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on November 12, 2019; and

**WHEREAS,** the City of Bastrop entered into a "Fourth Amendment to Consent Agreement for The Colony Municipal Utility District No. 1" on November 10, 2020; and

**WHEREAS,** the developer and the County are seeking to clarify the construction requirements for the Future Connections outside of the project boundary; and

**WHEREAS,** the developer and the County are seeking to clarify which roadways within the development will be maintained as public county roads.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:**

- Section 1:** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2:** The City Council approves and authorizes the execution of the Amended and Restated Agreement, attached hereto as **Exhibit "A"**, on behalf of the City.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas,  
on this, the 14th day of January 2025.

APPROVED:



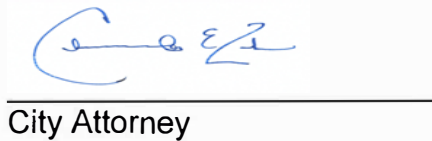
John Kirkland, Mayor Pro Tempore

ATTEST:

  
City Secretary

Assistant City Secretary  
Victoria Bencik

APPROVED AS TO FORM:

  
City Attorney

**AMENDED AND RESTATED TRI-PARTY AGREEMENT REGARDING FUTURE CONNECTIONS IN THE COLONY PROJECT TO OFF-SITE ROADWAYS**

This **AMENDED AND RESTATED TRI-PARTY AGREEMENT REGARDING FUTURE CONNECTIONS IN THE COLONY PROJECT TO OFF-SITE ROADWAYS** (this "Agreement") is entered into among the **CITY OF BASTROP, TEXAS**, a Texas municipal corporation located in Bastrop County (the "City"); the **COUNTY OF BASTROP, TEXAS**, a political subdivision of the State of Texas (the "County"); and **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company ("Developer"). The City, the County, and the Developer are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

**RECITALS**

**WHEREAS**, the City and Sabine Investment Company, a Delaware corporation ("Sabine"), previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Original Consent Agreement"), which, among other things, provided for the creation of The Colony Municipal Utility District No. 1 (the "Original District") and a regulatory process for the development of The Colony master-planned project ("Project");

**WHEREAS**, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Original Consent Agreement, the Original District joined in and consented to the Original Consent Agreement;

**WHEREAS**, as permitted by the Creation Legislation and the Original Consent Agreement, the Original District, pursuant to an election held by the Original District on February 5, 2005, subsequently divided in to The Colony Municipal Utility District No. 1A, The Colony Municipal Utility District No. 1B, The Colony Municipal Utility District No. 1C, The Colony Municipal Utility District No. 1D, The Colony Municipal Utility District No. 1E, The Colony Municipal Utility District No. 1F, and The Colony Municipal Utility District No. 1G (individually, a "Successor District" and collectively, the "Successor Districts"), and, as required by the Original Consent Agreement, the Successor Districts all joined in and consented to the Original Consent Agreement;

**WHEREAS**, effective December 30, 2006, Sabine merged with and into Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Forestar"), at which time Forestar succeeded, by operation of law, to Sabine's interest in and to the Original Consent Agreement; and, in order to memorialize the merger, Forestar also joined in and consented to the Original Consent Agreement;

**WHEREAS**, the City, Forestar, and the Successor Districts later entered into a First Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of June 14, 2016;

**WHEREAS**, Forestar, with the consent of the City and the Successor Districts, subsequently assigned all of its right, title, and interest in, to, and under the Consent Agreement to the Developer pursuant to an Assignment of Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 and Consent dated effective December 30, 2016;

**WHEREAS**, the City, the Developer, and the Successor Districts later entered into a Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of November 7, 2017, a Third Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of March 4, 2020, and a Fourth Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of November 23, 2020 (the Original Consent Agreement, as joined in, assigned, and amended, being referred to herein collectively as the "Consent Agreement");

**WHEREAS**, among other things, the Consent Agreement provides that the Project will be developed generally in accordance with the "Project Master Plan" attached as Exhibit "A" (and herein so defined) that identifies 11 future connection points, located at the boundaries of the Project Master Plan, which connect to off-site roadways (each labeled on the Project Master Plan and defined herein as a "Future Connection Point")<sup>1</sup>;

**WHEREAS**, the Parties previously entered into a Tri-Party Agreement Regarding Future Connections in The Colony Project to Off-Site Roadways dated effective as of February 9, 2021 (the "Original Agreement"), which established the timing, mechanics, and other matters related to the future platting, dedication, and construction of the Future Connections (defined below);

**WHEREAS**, the County subsequently modified its policies with respect to roadway construction and acceptance of roadways for operation and maintenance and, accordingly, no longer desires to accept the roadways within the Project (the "Project Roadways") as contemplated in the Original Agreement, with the exception of the roadways described and depicted in Exhibit "B" (the "County Roadways"); and

**WHEREAS**, due to the County's modified policies, the Parties now desire to amend and restate the Original Agreement to (i) modify the timing, mechanics, and other matters related to the future platting, dedication, and construction of the Future Connections; and (ii) modify the Parties' obligations with respect to the ownership, operation, and maintenance of the Project Roadways.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

1. Platting, Dedication, and Construction of Future Connections. At the time when each area within the Project Master Plan that includes a Future Connection Point is final platted, the Developer will designate the right-of-way for a roadway connecting the Project's internal roadways to the applicable Future Connection Point (a "Future Connection") as a "ROW Reserve" on the final plat. Upon approval of the final plat, the Developer will separately dedicate to the public a right-of-way easement for such platted ROW Reserve, and reference the easement on the plat via document number. The Parties acknowledge and agree that the City and/or the County, as applicable, may require a developer of land outside of the Project Master

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<sup>1</sup> The Project Master Plan identifies a total of 12 Future Connection Points; however, the connection on Sam Houston Drive between The Colony MUD No. 1E and the original non-MUD portion of The Colony project is currently existing and will not be considered a Future Connection Point for purposes of this Agreement.

Plan and adjacent to a Future Connection Point to construct and maintain such Future Connection, which will connect the Project's internal roadways to the Future Connection Point and, therefore, the adjacent development. Therefore, notwithstanding anything herein to the contrary, the Developer will not be required to construct the Future Connections, nor will it be required to accept, operate, or maintain the Future Connections or cause a POA (defined below) to do so. However, the Developer will be required to construct all other Project Roadways within the Project, as it is developed.

2. Operation and Maintenance of Project Roadways. The Third Amendment to the Consent Agreement provides that the Project Roadways will be dedicated to the County or a property owners' association ("POA") for operation and maintenance, and that local streets off main collector roadways may be gated. Accordingly, the Parties hereby acknowledge and agree (i) that the County Roadways are public roadways; (ii) that the County has previously accepted certain County Roadways for operation and maintenance; and (iii) that the County will accept the previously unaccepted County Roadways for operation and maintenance within 60 days following the Effective Date of this Agreement. The County will operate and maintain the County Roadways as public roadways. The Developer will cause all Project Roadways, other than the County Roadways and the Future Connections, to be operated and maintained by a POA as private roadways.

3. School Access; Safety Apparatus; Gates. Notwithstanding any provision herein to the contrary, the Parties agree that access to Colony Oaks Elementary School by Sam Houston Drive via FM 969 will remain open to the public. The County will coordinate with Bastrop Independent School District to install safety apparatus along Sam Houston Drive near Colony Oaks Elementary School, including crosswalks, school zone signs, and speedbumps, as considered appropriate by Bastrop Independent School District. Gates across any fire apparatus road (public or private) must be approved by the applicable fire code official; must have an approved means of emergency operation; and must be maintained in operational condition.

4. Original Agreement. Upon the Effective Date, this Agreement will supersede and replace the Original Agreement in its entirety, and the Original Agreement will be of no further force or effect.

5. Notices. All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown on the counterpart signature pages to this Agreement. Either Party may change its address by giving notice in writing to the other Parties of such change. Any time limitation provided for in this Agreement will commence with the date that the Party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee will be conclusive evidence of such receipt.

6. Miscellaneous. This Agreement comprises the entire agreement among the Parties, and supersedes any prior understandings or written or oral agreements concerning, regarding the subject matter hereof. This Agreement will be binding upon the Parties and their successors and permitted assigns. The provisions of this Agreement may be modified or altered only by mutual agreement of the Parties. This Agreement will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Agreement are performable in Bastrop County, Texas. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any Party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected thereby,

and it is also the intention of the Parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a Part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable. Any Party to this Agreement who is the prevailing party in any legal proceeding against any other Party brought under or in connection with this Agreement or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing Party. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective Party.

7. Counterparts. To facilitate execution, (a) this Agreement may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) an electronic signature, or a signature delivered by facsimile or in another electronic format (e.g., .PDF via email), will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

8. Annexation. Since the Project Roadways have and will be constructed to the required City standards, in the event all or a portion of the Project is annexed by the City, the City will accept the annexed Project Roadways for operation and maintenance.

9. Acceptance Deadline. The execution of this Agreement by the Developer will constitute an offer by the Developer to enter into this Agreement on the terms and conditions provided herein. In order for the City and the County to effectively accept the Developer's offer, the City and the County must each, within 60 days following the Developer's execution (the "Acceptance Deadline"): (a) properly and fully execute this Agreement without any modifications or changes; and (b) deliver at least one counterpart of such fully executed and unmodified version of this Agreement to the Developer. If either the City or the County does not comply with the foregoing requirements prior to the Acceptance Deadline, then Developer will have the right at any time after the Acceptance Deadline to rescind its offer by delivering written notice to the City and the County.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the date that the last Party signs below (the "Effective Date").

[counterpart signature pages follow]

**COUNTERPART SIGNATURE PAGE TO:**

**AMENDED AND RESTATED TRI-PARTY AGREEMENT REGARDING FUTURE  
CONNECTIONS IN THE COLONY PROJECT TO OFF-SITE ROADWAYS**

**CITY:**

**CITY OF BASTROP, TEXAS**

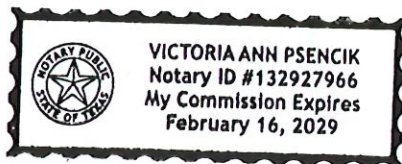
By:   
Sylvia Carrillo (Jan 27, 2025 09:14 CST)  
Sylvia Carrillo, City Manager

Address:

1311 Chestnut Street  
Bastrop, Texas 78602  
\_\_\_\_\_  
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THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §

This instrument was <sup>5<sup>th</sup></sup> acknowledged before me on the 27<sup>th</sup> day of January, 2024, by Sylvia Carrillo, City Manager of the City of Bastrop, a Texas municipal corporation, on behalf of said city.



  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**AMENDED AND RESTATED TRI-PARTY AGREEMENT REGARDING FUTURE  
CONNECTIONS IN THE COLONY PROJECT TO OFF-SITE ROADWAYS**

**COUNTY:**

**COUNTY OF BASTROP, TEXAS**

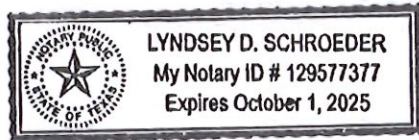
By: Gregory Klaus  
Gregory Klaus, County Judge

Address:

804 Pecan St  
Bastrop TX 78602

THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 9th day of December, 2024, by Gregory Klaus, County Judge of the County of Bastrop, a political subdivision of the State of Texas, on behalf of said county.



Lyndsey Schroeder  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**AMENDED AND RESTATED TRI-PARTY AGREEMENT REGARDING FUTURE  
CONNECTIONS IN THE COLONY PROJECT TO OFF-SITE ROADWAYS**

**DEVELOPER:**

**HUNT COMMUNITIES BASTROP,  
LLC**, a Delaware limited liability company

By: Hunt Communities Development  
Co., LLC, a Texas limited liability  
company, its Sole Member

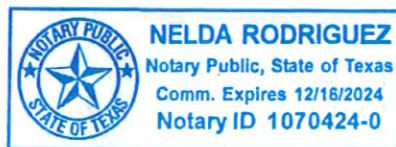
By:   
Brion Georges, Vice President


Address:

Hunt Communities Bastrop, LLC  
Attn: Rick Neff  
601 N. Mesa, Suite 1900  
El Paso, Texas 79901

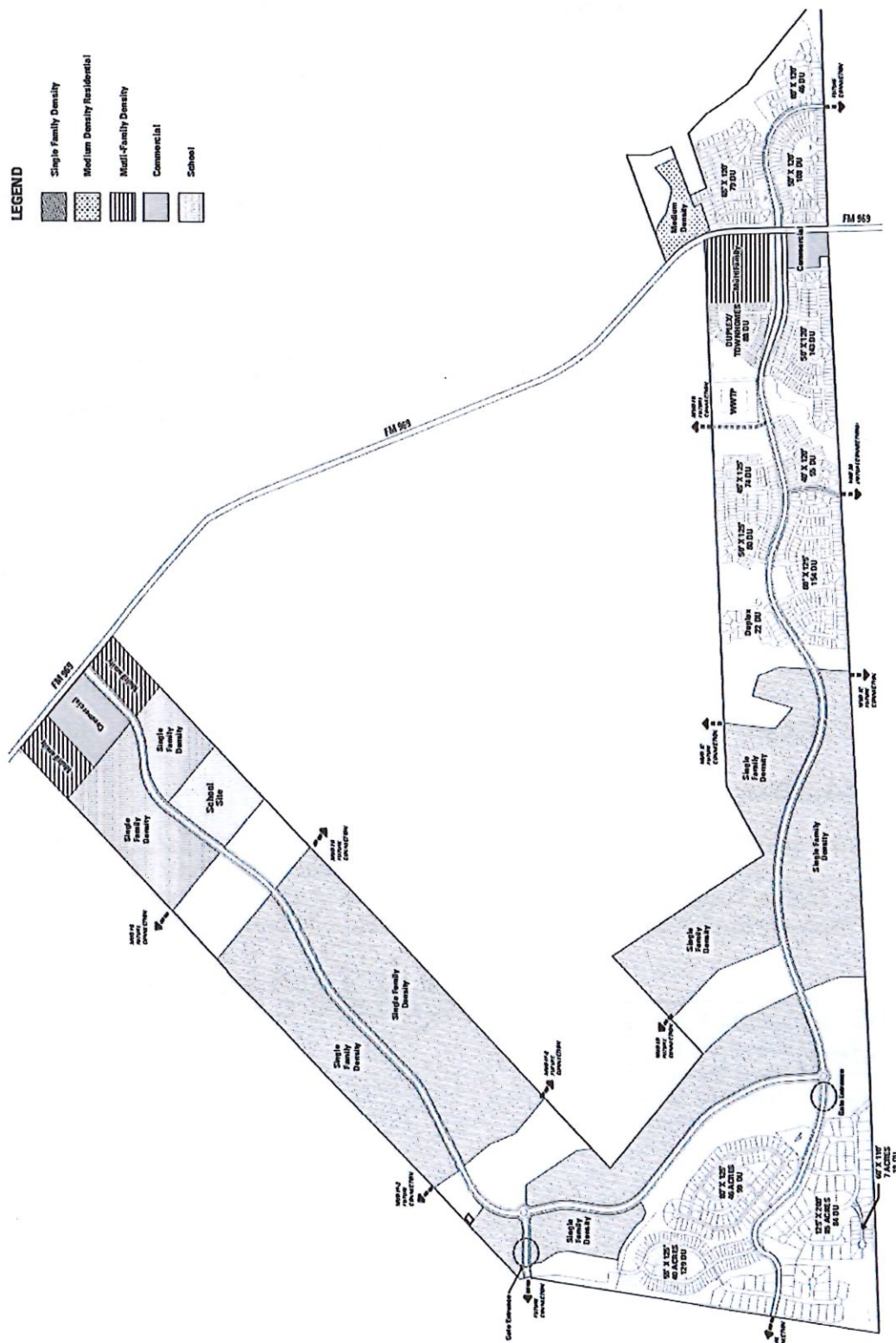
THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of December, 2024, by Brion Georges, Vice President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.



  
NOTARY PUBLIC, State of Texas

# EXHIBIT "A" PROJECT MASTER PLAN



- LEGEND**
- Single Family Density
  - Medium Density Residential
  - Multi-Family Density
  - Commercial
  - School



**THE COLONY / 4,300 DU CONSENT AGREEMENT LAND PLAN**  
 Bastrop, TX    02 August 2019    **HUNT**



**EXHIBIT "B"**  
**COUNTY ROADWAYS**

<b>ROADS TO BE MAINTAINED BY BASTROP COUNTY</b>		
<b>Road Name</b>	<b>From</b>	<b>To</b>
Sam Houston Dr	George Neggan Ln	PID 47759
Andross Ln	George Neggan Ln	George Kimble Cv
Esparza Dr	George Neggan Ln	Terminus
George Kimble Cv	Terminus	Terminus
Claiborne Wright Way	Esparza Dr	Isaac Millsaps Trl
George Neggan Ln	PID 8720280	PID 8712381
Isaac Millsaps Trl	Claiborne Wright Way	Terminus
Badillo Way	George Neggan Ln	Andross Ln
Samuel Blair Pass	PID 8704399	Thurston Dr
Patrick Herndon Dr	Lemuel Crawford Trl	Edwin Mitchell Trl
Thurston Dr	Lemuel Crawford Trl	Terminus

Lemuel Crawford Trl	Patrick Herndon Dr	Thurston Dr
Trammel Cv	Samuel Blair Pass	Terminus
Isaac White Dr	PID 36720	Sam Houston Dr
James Rose Ln	Joseph Hawkins Ln	Isaac White Dr
Joseph Hawkins Ln	James Rose Ln	Asa Walker Dr
Asa Walker Dr	Joseph Hawkins Ln	Samuel Blair Pass
Edwin Mitchell Trl	Sam Houston Dr	Terminus
Robert Brown Cv	Terminus	Terminus
Andrew Duvalt Cv	Sam Houston Dr	Terminus
Charles Zanco Dr	Samuel Blair Pass	Isaac White Dr
Freeman Day Dr	James Rose Ln	Isaac White Dr



