

RESOLUTION NO. R-2025-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP A HOME RULE CITY AND WB LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND W LAND DEVELOPMENT LLC A TEXAS LIMITED LIABILITY COMPANY; FOR 289.4 +/- ACRES OF LAND LOCATED WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 IN BASTROP COUNTY; WEST OF STATE HIGHWAY 304 AND NORTH OF LOWER RED ROCK ROAD, WITH A PORTION OF THE PROPERTY BEING LOCATED WITHIN THE 1-MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF BASTROP, AND THE REMAINDER OF THE PROPERTY BEING LOCATED WITHIN THE VOLUNTARY ETJ OF THE CITY OF BASTROP, AS ATTACHED IN ATTACHMENT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the Owner owns approximately 289.4 +/- acres of land, located in Bastrop County, Texas, described in the attached Exhibit "A" (the Property). The Property is partially located within the City's 1-mile Extraterritorial Jurisdiction ("ETJ") and the remainder being located in the Voluntary ETJ, and not with the ETJ or corporate limits of any other municipality; and

WHEREAS, the Developer, an affiliate of Landowner, plans to develop a mixed-use development (the "Concept Plan") as generally depicted on the Concept Plan attached as Exhibit "B".

WHEREAS, the Developer and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial, multifamily and other amenities pursuant to development regulations contained in this Agreement, as more described in the Development Standards attached as Exhibit "C" in the Development Agreement.

WHEREAS, the Developer and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City's jurisdiction and regulatory authority with respect to the Project as defined in Attachment "A" the Development Agreement.

WHEREAS, the City is authorized to enter into this Agreement pursuant to § 212.172, Chapter 380 of the Texas Local Government Code and such other statutes as may be applicable. The City, Landowner, and Developer are proceeding in reliance on the enforceability of this Agreement.

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. Execution:** The City Council approves and authorizes the execution of a Development Agreement attached and incorporated herein as Attachment "A", between the City of Bastrop, a home rule city, WB Bastrop Land, LLC, Texas limited liability company ("Landowner"), W Land Development Management LLC, a Texas limited liability company ("Developer").
- 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.

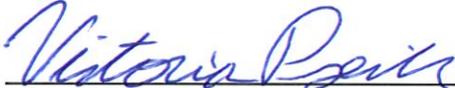
DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 8th day of April, 2025.

THE CITY OF BASTROP, TEXAS:



John Kirkland, Mayor Pro-Tem

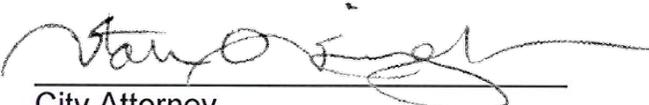
ATTEST:



Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:



City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

IRONWOOD DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This **Ironwood Development Agreement** (this "**Agreement**") is made and entered into by and among the **CITY OF BASTROP, TEXAS**, a home rule city (the "**City**"), **WB BASTROP LAND, LLC**, a Texas limited liability company ("**Landowner**"), **W LAND DEVELOPMENT MANAGEMENT LLC**, a Texas limited liability company (the "**Developer**"). The City, the Landowner, and the Developer are sometimes each individually herein referenced as a "**Party**" and sometimes collectively herein referenced as the "**Parties**".

RECITALS

- A. Landowner owns approximately 289.4 +/- acres of land located within the City's extraterritorial jurisdiction (the "**ETJ**") in Bastrop County, Texas, as more particularly described on **Exhibit "A"** attached hereto (the "**Property**").
- B. The Developer, an affiliate of Landowner, plans to develop a mixed-use development (the "**Concept Plan**") as generally depicted on the Concept Plan attached as **Exhibit "B"**.
- C. Developer and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial, multifamily and other amenities pursuant to development regulations contained in this Agreement, as more described in the Development Standards attached as **Exhibit "C"**.
- D. Developer and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City's jurisdiction and regulatory authority with respect to the Project (as defined herein) through this Agreement.
- E. The City is authorized to enter into this Agreement pursuant to § 212.172, Chapter 380 of the Texas Local Government Code and such other statutes as may be applicable. The City, Landowner, and Developer are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City, Landowner, and Developer agree as follows:

ARTICLE I. RECITALS

Section 1.01. The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. DEFINITIONS

Section 2.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“**Applicable City Code**” shall mean the provisions within the City Code, in effect as of the Effective Date, that apply to property located in the extraterritorial jurisdiction of the City and as expressly identified as being applicable, or modified, under the terms of this Agreement (e.g., transportation, infrastructure and drainage) and Exhibit “C”.

“**City**” shall mean the City of Bastrop, a Texas home rule city.

“**City Code**” shall mean all applicable City of Bastrop Code of Ordinances in effect as of the Effective Date.

“**City Council**” shall mean the City Council of the City or any successor governing body.

“**City Manager**” shall mean the person engaged by the City to serve in the capacity of the City Manager.

“**City Tax Rate**” shall mean the City’s ad valorem tax rate for the applicable tax year.

“**Concept Plan**” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“**County**” shall mean Bastrop County, Texas.

“**Developer**” shall mean W Land Development Management LLC, a Texas limited liability company, and any successor and assign permitted pursuant to Section 13.05(a).

“**District**” shall mean the municipal utility district to be created over the Property.

“**Dwelling Unit**” shall mean a residential unit providing permanent provisions for living, sleeping, eating, and cooking.

“**Effective Date**” and similar references shall mean the date defined in Section 13.01 of this Agreement.

“**Environmental Regulations**” shall mean any and all applicable requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“**Fee Schedule**” shall mean the fee schedule(s) setting forth the wastewater connection & tapping fees as set forth in the City Code, Appendix A, Article A13.02 Water and Wastewater Rates and Charges, and Sections A13.02.002 (Wastewater Service Charge).

“**Final Plat**” shall mean a map of a subdivision, addition or development to be recorded in the County plat records after approval by City.

“Force Majeure” shall have the meaning ascribed in Section 13.10 of this Agreement.

“Impact Fees” shall mean the then-effective water, sewer and roadway impact fees set and published by the City.

“Landowner” shall mean WB Bastrop Land, LLC, a Texas limited liability company, and any successor and assign permitted pursuant to Section 13.05(a).

“LUE” shall mean Living Unit Equivalent.

“Major Amendment” shall have the same meaning as the term is used in Section 5.02 of this Agreement.

“Minor Amendment” shall have the same meaning as the term is used in Section 5.02 of this Agreement.

“Multi Family Property” shall mean property on which a structure denoting or relating to accommodation designed for occupation by more than one family.

“Notice” shall have the meaning ascribed in Section 13.07.

“Original Owner” shall have the meaning ascribed in Section 10.01 of this Agreement.

“Preliminary Plat” shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

“Project” shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit “B”.

“Project Engineer” shall mean the project engineer selected by the Developer from time to time.

“Property” shall mean the land described on Exhibit “A” attached hereto.

“Residential Property” shall mean property on which a Structure designated and built for a someone to live. Same as Dwelling.

“Roadway Standards” shall mean standards for how roadway and streets are constructed as more particularly described in Exhibit “C”.

“Term” shall have the meaning ascribed in Section 13.02.

“Vertical Improvement” shall mean the construction of a house or building, not including manufactured homes, modular housing, or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

“Ultimate Consumer” shall mean the owner, tenant, user, or occupant of a tract or lot within the Property, regardless of proposed use, who does not intend to sell, lease, subdivide or develop the tract or lot in the ordinary course of business.

“Utility Agreement” shall mean the Utility Agreement between the City and, on behalf of the proposed District, WB Bastrop Land, LLC and W Land Development Management LLC, approved and effective as of even date herewith.

ARTICLE III. **JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

Section 3.01 Jurisdiction. The City shall provide the review and approval for all aspects of the Project.

Section 3.02 Chapter 245 Permit. This Agreement and the exhibits attached hereto, including the Concept Plan and the Development Standards, shall constitute a “permit” in a series of permits for the Property under Chapter 245 of the Texas Local Government Code that are deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. The City rules, regulations, and ordinances in effect as of the Effective Date shall govern, except as modified by this Agreement.

Section 3.03 Developer’s Rights to Continue Development. In consideration of Developer’s agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that directly limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

ARTICLE IV. **LAND USE**

Section 4.01 Regulations. All development within the Property shall comply with: (a) the Concept Plan; (b) the Applicable City Code attached hereto as Exhibit “C”; and (c) the terms and conditions of this Agreement, including all Exhibits attached hereto.

ARTICLE V. **CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS** **AND RELATED MATTERS**

Section 5.01 Development Standards and Waivers. The Project shall be developed consistent with the Applicable City Code (see Exhibit “C”). The City acknowledges and agrees that

the Project may contain a combination of various types of vertical improvements including, without limitation, (i) stick-built, (ii) modular and/or prefabricated structures and (iii) traditional brick and mortar structures. The City also acknowledges that Developer may (if Developer chooses) build foundations at same time as roadways (also called prairie building).

Section 5.02 Amendments. The Project comprises a significant land area and its development will occur in phases over several years. Developer may make minor amendments to the Concept Plan. Minor amendments specifically include: (i) modifications of street alignments or designation of private or public streets, (ii) designation of utility easements in or along private streets, (iii) changes in lot or tract lines, (iv) changes to densities or re-allocation of approved uses within the Concept Plan area (without exceeding the commitment of wastewater LUEs made in this Agreement), and (v) transfers of wastewater LUEs among approved uses (without exceeding the commitment of wastewater LUEs made in this Agreement) ("Minor Amendments"). Minor Amendments shall be reviewed and approved administratively by the City's Director of Planning & Development, which approval shall not be withheld, conditioned, or delayed, and such approval shall be given within ten (10) business days. Minor Amendments shall not require an amendment to this Agreement or City Council approval. Any changes that do not constitute Minor Amendments in this subsection are referred to herein as "Major Amendments". Major Amendments will be subject to review and approval by the City Council under the Applicable City Code, which approval will not be unreasonably withheld, conditioned or delayed. The City agrees that Major Amendments will be presented to City Council for consideration, and approval, at a City Council meeting no later than thirty (30) days from submittal of the proposed Major Amendment.

Section 5.03 Parks, Trails and Open Space. Parks, Trails and Open Space Requirements are described in Exhibit "C" of this Agreement. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit "C" are for illustrative purposes and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least 50 acres of public parkland and/or open space within the Project, which satisfies all parkland requirements of the City and no additional parkland dedication, parkland fees or "fees in lieu" shall be required by the City for the Project. The City acknowledges and agrees that the Developer will make provisions for public park and recreational facilities to serve the Property to be financed, developed, and maintained by the District, to the extent authorized by State law. The Developer agrees that any such public park and recreational facilities shall be conveyed to the District for ownership and operation and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District would become the property of the City. The Developer may also make, at its sole discretion, provisions for private recreational facilities that are only available to residents of the Property, and those facilities may not be paid for or conveyed to the District, but will be conveyed to a property owners association for ownership and operation and shall not be the responsibility of the City even after the City dissolves the District.

Section 5.04 Building Permit. All vertical buildings located in the Project shall be reviewed, inspected and approved/permitted by the City.

Section 5.05 Owners Association. The Project will be governed, and common areas maintained, by one or more property owners' associations. Provided, however, common areas may be owned and/or maintained by the District.

Section 5.06 Land Contribution. Landowner agrees to dedicate an approximately 1.5 acre site, in the location generally shown on the Concept Plan, to the City on which the City will construct and operate, or cause to be constructed and operated, a fire station or a police station (the "City Site"). Landowner or Developer will, following recordation of a final plat for the phase of the Project within which the City Site is located, convey the City Site to the City by warranty deed, at no cost to the City. The actual size, configuration, location and timing of dedication of the City Site will be determined by Landowner, Developer, and the City. The City shall not sell or convey the City Site to any third party except the ESD, as may be applicable. Unless otherwise agreed by Landowner and Developer, the City Site shall only be used for the construction and operation of a fire station or a police station by the City or the ESD, as applicable. The City hereby agrees, and the warranty deed to the City (and any conveyance documents transferring real property interests in the City Site from the City to the ESD, if applicable) shall state, that ownership of the City Site shall revert to Landowner or Developer in the event that the City or the ESD, as applicable, (i) has not, within five (5) years of the date of conveyance from Landowner/Developer to the City pursuant to this provision (the "City Site Conveyance Date"), completed all necessary planning and design and obtained funding for the construction of a fire station or police station and (ii) has not, within seven (7) years of the City Site Conveyance Date, constructed and commenced operation of a fire station or a police station.

ARTICLE VI. **WATER AND WASTEWATER**

Section 6.01 Off-Site Wastewater Facilities. The Developer will (or will cause the District to) design and construct an offsite wastewater line extending from the Property to the City's wastewater treatment plant (as shown on Exhibit "D", the "Off-Site Wastewater Facilities"). The Off-Site Wastewater Facilities will be sized only to serve the Property unless the Parties agree otherwise pursuant to Section 6.07 and the Developer will not be responsible for any other offsite wastewater facilities. All Off-Site Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards (as set forth in the Applicable City Code) and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities, other than the Applicable City Code, in effect at the time of submittal of construction plans. Before the commencement of construction of the Off-Site Wastewater Facilities, the plans and specifications for the construction of said Off-Site Wastewater Facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the City prior to construction. Prior to the construction of any Off-Site Wastewater Facilities, written notice shall be provided to the City, stating the date that such construction will commence. The construction of the Off-Site Wastewater Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of the Off-Site Wastewater Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all "as-builts" of the Off-Site Wastewater Facilities shall be delivered to the City in the form(s) as required by the City. The Parties acknowledge that the acquisition of certain off-site property rights and interests may be required to allow the Off-Site Wastewater Facilities to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the Off-Site Wastewater Facilities. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then the City, in its sole discretion, may take reasonably necessary steps to secure same using the City's power of eminent domain and to diligently proceed with acquisition through the eminent domain process as soon as

reasonably practicable in accordance with the allowable time periods set forth in the Texas Property Code. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, including, but not limited to: compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as reasonably requested by the City into the escrow account within ten (10) days after written Notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. The Parties acknowledge that the location of portions of the Off-Site Wastewater Facilities are located within rights-of-way held by Texas Department of Transportation ("TxDOT") and the District (or Developer on behalf of the District) agrees to apply for and obtain any permits required for the installation of the Off-Site Wastewater Facilities, including, specifically, any Right of Way and Utility and Leasing Information System (RULIS) permits. The City agrees to cooperate and assist the District or the Developer, as applicable, as needed, to acquire such permits. All costs associated with the acquisition of such permits will be paid by the Developer.

Section 6.02 Water Facilities. The Property is currently within Aqua Water Supply Corporation's ("Aqua") Certificate of Convenience and Necessity No. 10294 ("Water CCN"). The Property will receive water service from Aqua. Developer may contract with Aqua to provide wholesale or retail water service to the Property. The Developer, in its sole discretion, may (or cause the District to) finance, construct, and acquire the internal water distribution improvements within the Property and, if applicable, any off-site water distribution improvements (collectively, the "Water Facilities"), and the District, Aqua, or both the District and Aqua, as may be mutually agreed between the District and Aqua, may own, operate, and maintain any such Water Facilities. All Water Facilities to be operated and maintained by Aqua, as applicable, shall be designed and constructed in compliance with applicable Aqua standards, and all plans and specifications for such Water Facilities shall be reviewed, approved and inspected by Aqua, with no further review, approval, inspection, or other consent from the City required. If applicable and authorized by the relevant easement or right-of-way dedication instrument, the City agrees to allow the installation of and operation of waterlines and related appurtenances within the City's existing and proposed rights-of-way, subject to the appropriate franchise fee being paid.

Section 6.03 On-Site Facilities. The Developer shall provide (or cause to be provided) internal wastewater facilities (the "On-Site Wastewater Facilities") and internal drainage and detention facilities (the "On-Site Drainage Facilities," and together with the On-Site Wastewater Facilities, the "On-Site Facilities") at the Developer's sole cost. All On-Site Facilities required to serve the Project shall be designed and built to the City's construction standards (as set forth in the Applicable City Code) and in conformance with all rules, regulations and ordinances related to the construction and extension of such facilities, other than the Applicable City Code, in effect at the time of submittal of construction plans. Before the commencement of construction of the On-Site Facilities, the plans and specifications for the construction of said On-Site Facilities shall be provided to the City and approval

of such plans and specifications shall be obtained from the City prior to construction. Prior to the construction of any On-Site Facilities, written notice shall be provided to the City, stating the date that such construction will commence. The construction of the On-Site Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of On-Site Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all "as-builts" of the On-Site Facilities shall be delivered to the City in the form(s) as required by the City.

Section 6.04 Conveyance of Facilities. The Developer shall cause to be conveyed to the City the Off-Site Wastewater Facilities, the On-Site Wastewater Facilities, and the On-Site Drainage Facilities (excluding detention facilities) for ownership, operation and maintenance, including all warranties. Developer shall have no obligation to convey any off-site or on-site water supply and distribution facilities to the City unless the Parties otherwise agree. The City agrees that its acceptance of the Off-Site Wastewater Facilities, the On-Site Facilities (except for detention facilities), as applicable, will not be unreasonably withheld, conditioned or delayed as long as such facilities have been constructed in accordance with the plans and specifications approved by the City. Upon acceptance of the improvements by the City, and provision of a one-year maintenance bond, substantially similar in form and substance to the form of maintenance bond attached hereto as Exhibit "E", for ten percent (10%) of the contract price of the subject Off-Site Wastewater Facilities, On-Site Facilities (except for detention facilities), as applicable, the City shall be solely responsible for the repair and maintenance of the Off-Site Wastewater Facilities and the On-Site Facilities (except for detention facilities), as applicable, for providing retail wastewater service to the Property.

The Developer shall cause the On-Site Drainage Facilities (excluding detention facilities) to be conveyed to the City. Detention facilities shall be owned by the District and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the detention facilities owned by the District would become the property of the City.

The City acknowledges that the Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, detention, and drainage facilities, the road facilities, and the park and recreational facilities referenced in this Agreement, and that the presence of this Agreement does not affect the Developer's right to reimbursement from the District for the cost of any such facilities.

Section 6.05 Impact Fees.

(a) The City agrees that the only Impact Fees applicable to this Project are sewer Impact Fees; no water Impact Fees or road Impact Fees shall be owed for this Project. Sewer Impact Fees shall be assessed at the rates adopted by the City Council in effect at the time the final plat for a given phase of the Project is approved, subject to the reduction set forth in Section 6.05(b), and collected upon the issuance of a building permit for such LUE.

(b) The sewer Impact Fees applicable to the Project shall be proportionately reduced (the "Impact Fee Reduction") by the City as necessary to produce an aggregate reduction equal to all costs incurred by the Developer for the design and construction of the Off-Site Wastewater Facilities (collectively, the "Off-Site Costs"). The Impact Fee Reduction shall be in the amount of the applicable Off-Site Costs divided by the 1,350 LUEs necessary to serve the Project. The Impact Fee Reduction

shall then be subtracted from each sewer Impact Fee at the time such sewer Impact Fees become due under this Agreement. By way of illustration, if the Off-Site Costs total \$2,000,000.00, and the then-effective sewer Impact Fee is \$5,089, then the Impact Fee Reduction is equal to \$1,481.48 (\$2,000,000 divided by 1,350 LUEs) and payment of \$3,607.52 shall satisfy one sewer Impact Fee in full.

Section 6.06 City Commitment of Wastewater Service. The Project will be a phased development and will consist of a total of 1,350 LUEs. This commitment of LUEs is anticipated to be allocated as follows: Residential: 1,100 LUEs, Multi-family: 200 LUEs and Commercial: 50 LUEs. Following completion of the Off-Site Wastewater Facilities, the City commits to provide up to 1,350 LUEs of retail wastewater service to the Project.

The City is constructing certain wastewater infrastructure projects, including, without limitation, improvements to Wastewater Treatment Plant No. 3 and appurtenances thereto, in order to provide sufficient wastewater capacity to serve the Project and other development within the City's service area (the "City Wastewater Improvements").

Within forty-five (45) calendar days of the Effective Date, the Developer shall (or shall cause the District to) pay wastewater reservation fees at a rate of \$50.00 per LUE per year (such fee, the "Reservation Rate") to the City in an amount equal to the Reservation Rate multiplied by three hundred (300), and shall be obligated to continue paying (or causing payment of) such wastewater reservation fees to the City on each January 1 thereafter for any LUEs for which wastewater Impact Fees have not been paid. Wastewater Reservation Fees shall not be due and payable by the Developer (or the District) for the remaining 1,050 LUEs until the City has completed the City Wastewater Improvements. Upon completion of the City Wastewater Improvements and provision of notice thereof by the City to the Developer, the Developer shall (or shall cause the District to) pay wastewater reservation fees beginning January 1 of the next calendar year following completion of the City Wastewater Improvements, and each January 1 thereafter, for any LUEs for which wastewater Impact Fees have not been paid. Following completion of the City Wastewater Improvements, the City commits to provide up to 1,350 LUEs of wastewater service to the Project.

Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of plat approval, provided that the sole reason to delay or refuse approval of a plat due to inadequate wastewater capacity shall be in the event Developer seeks approval of a plat requiring more than 300 LUEs of capacity for the Project (when combined with prior approved plats) prior to completion of the City Wastewater Improvements. For purposes of calculating LUE capacity, an LUE is assumed to represent 3.5 people living in a residence, each Dwelling Unit shall be assumed to have 0.7 LUEs (Townhomes), 1.0 LUEs (detached house) or 0.5 LUEs (regular apartments/MF) of wastewater capacity demand.

Section 6.07 Oversizing. The Developer will (or will cause the District to) design, permit and construct all facilities, including the Offsite Wastewater Facilities, to serve only the Property; provided, however, that the City shall have the right to request that facilities, including the Offsite Wastewater Facilities be oversized to allow the City to serve its customers outside of the District (the "Oversized Project"), so long as such the City notifies the Developer of its request for an Oversized Project at least thirty (30) days prior to the time that the Developer (or the District) completes preparation of the design plans and specifications for an applicable phase of the facilities requested.

If the City timely submits its request for an Oversized Project, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the design and construction of such facilities; and the City will reimburse the Developer, through a lump sum payment, for the City's pro rata share of the oversized facilities, excluding design and engineering costs, upon completion and City's acceptance of such facilities.

Section 6.08 Connection Fees. Wastewater inspection and tapping fees will be paid pursuant to the appropriate Fee Schedule.

Section 6.09 Utility Agreement. The City will provide retail wastewater service to the Property in accordance with the Utility Agreement. Each phase of the wastewater facilities constructed by or on behalf of the District, to provide retail wastewater service to the District, shall be conveyed, upon completion, to the City for ownership, operation, and maintenance and become a part of the City's wastewater system in accordance with the Utility Agreement. Users of wastewater service within the Property will be customers of the City. Rates and charges for such customers shall be equal and uniform to those charged to other similar classifications of users receiving wastewater service within the City.

ARTICLE VII. **PRELIMINARY PLAT AND SUBSEQUENT PROCESSES & PROCEDURES**

Section 7.01 Preliminary and Final Plats shall be approved if they are consistent with the Concept Plan and meet the Applicable City Code.

ARTICLE VIII. **ROAD IMPROVEMENTS**

Section 8.01 Developer's Road Construction Obligations.

(a) Developer has provided a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Project. Developer shall be responsible for (or for causing) the (i) construction of turn lane and driveway improvements at State Highway 304 and Lower Red Rock Road as required by the TIA (for the avoidance of doubt, no improvements to Lower Red Rock or Bob's Trail shall be required) and (ii) subject to any cost-sharing obligations of developers of adjacent tracts, installation of a traffic signal at the intersection of State Highway 304 and Cassena Ranch Road and paying for Developer's proportionate share of the installation costs. The Developer shall not be responsible for any other offsite road construction.

(b) Developer will (or will cause the District to) design, permit, and construct the roads located within the Property that are necessary to serve the Project as well as the road improvements specified in the TIA. The roads shall be constructed using Hot Mix Asphaltic Concrete Type D in compliance with this Article VIII and with the Roadway Standards as set forth in Exhibit "C." The City will accept the dedication of public right-of-way and accept the road, sidewalk and storm drainage improvements located within, or adjacent to, the Property for operation and maintenance, upon completion of construction.

(c) Upon completion of eighty percent (80%) of all Vertical Improvements identified within

the Concept Plan, the Developer shall be obligated to (or to cause the District to) mill and overlay 2 inches of hot mix asphalt concrete (HMAC) to top-coat and seal (TxDOT Item 3077 and/or Grade MC-30) all completed public roadway facilities within the Property.

(d) The Developer shall cause all construction contracts entered into by the District for construction of road facilities (and contracts entered into for construction of associated sidewalk and drainage improvements (not including detention facilities)) to include a two-year maintenance bond, substantially similar in form and substance to the form of maintenance bond attached hereto as Exhibit "E", for ten percent (10%) of the contract price of the subject road (and associated storm sewer) facilities.

(e) Developer or the applicable property owners' association shall be responsible for the maintenance and operation of any private driveways or drive aisles. Developer will (or will cause the District to) provide the City with emergency service access and reasonable public utility access during the site planning process. The streets and roadways within the District will be public roadways provided that the Developer has the right to make certain areas private driveways or drive aisles, including the Townhome sections of the Concept Plan. These sections plus the Multifamily sections may also use private gates for access. All utilities (water/sanitary/storm) may be placed under the roadways. Trees, landscaping and irrigation may be placed in the right of way. Developer, the District, or the Property Owner's Association shall maintain plants/trees/irrigation in the right of way, sidewalks and other plantings. Sidewalks may be built in locations at Developer's discretion.

(f) Developer shall have no obligation to pay any roadway Impact Fees.

(g) The Developer shall have no obligation to fund or construct any road improvements other than those required by the TIA and the internal streets that serve the Project.

ARTICLE IX **MUNICIPAL UTILITY DISTRICT AND ANNEXATION**

Section 9.01 Consent to Creation of District. The Parties acknowledge that the Landowner has submitted a petition to the City for consent to creation of the District and inclusion of the Property within the District (the "Petition"). The City consents to creation of the District. The City agrees to, within sixty (60) days of the Effective Date, consider the Petition and, if approved, provide a resolution evidencing the City's written consent, as required by the Texas Water Code, to creation of the District and inclusion of the Property within the District (the "Consent Resolution"), the form of which resolution is approved by the City upon approval of this Agreement and attached hereto as Exhibit "F". In the event City fails to adopt the Consent Resolution within such time period, the Developer shall have the right to terminate this Agreement and the Utility Agreement. Notwithstanding any other City ordinance, rule, regulation or policy, no additional documents, materials, information, payment of fees, or other actions shall be required in connection with obtaining the City's consent to creation of the District. The District shall be authorized to exercise all powers granted to municipal utility districts pursuant to Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54, of the Texas Water Code, and all other applicable laws and regulations presently existing or hereafter enacted, including but not limited to the power to design, construct, and issue bonds for the purpose of water, sewer, drainage, park and recreational facilities and roads. The Developer may perform any of its obligations under this Agreement by, with, or on behalf of the District, and the District is entitled to develop its facilities in accordance with the terms and standards contained in this Agreement.

Section 9.02 Annexation of Land into the City's Corporate Limits. The Parties hereto acknowledge and agree that prior to annexation of the Property into the City's corporate limits, the Landowner will petition the Texas Commission on Environmental Quality ("TCEQ") to create the District and the Parties agree that the District will be created in the City's ETJ; provided, however, following the creation of the District, and prior to the District holding an election to confirm the creation of the District, the Landowner will petition the City to annex the Property into the corporate limits of the City. As soon as practicable after receiving the petition for annexation, but in no case later than the date of the District's confirmation election, the City will adopt an ordinance annexing the Property into the corporate limits of the City. The Parties acknowledge that the execution of this Agreement, and the City's covenants and obligations contained herein, are the sole inducement for the Landowner to petition that the Property be annexed into the corporate limits of the City. The Parties acknowledge that the foregoing annexation provisions have been agreed upon pursuant to the authority set forth in Section 212.172 of the Texas Local Government Code, which authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to 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, and further provides for the parties to such agreement to specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties. The failure of the Landowner to petition for annexation pursuant to the terms of this Section 9.02 is a material breach of this Agreement, and if such breach is not resolved in accordance with Section 12.02, the City may withdraw its consent to the creation of the District and terminate this Agreement.

Section 9.03 Zoning. The City shall consider zoning the Property as "Open Space (Base P1)", "Single Family (Base P3)", "Mix (Base P4)", or "Core (Base P5)", and, regardless of the base zoning on the Property, the Property will be allowed the land uses under Open Space (Base P1), Single Family (Base P3), Mix (Base P4), or Core (Base P5) without the need for rezoning as may be needed to effectuate any amendments to the Concept Plan and/or the Development Type Map (as set forth in Section 1.1.004 of Exhibit "C") made pursuant to this Agreement. Designation of a parcel as "Flex" on the Concept Plan shall mean that such parcel shall be considered to be zoned as Mix (Base P4), as set forth on the Development Type Map (as set forth in Section 1.1.004 of Exhibit "C"). Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the City to zone, or to determine appropriate zoning, and the City reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district. Should the City fail to approve zoning on the Property, or any portion thereof, that is in any way more restrictive than the zoning and approved land uses specified in this Section 9.03 and shown in the Concept Plan or the Development Type Map (as set forth in Section 1.1.004 of Exhibit "C") without prior consent of Developer, or fail to allow the land uses set forth herein on any portion of the Property, Developer shall have the right to terminate the Agreement by providing written notice to the City. Within thirty (30) business days following delivery of such termination notice to the City, the City shall disannex the Property from the City. Provided, however, in the event of such termination and disannexation, the City's obligation to provide retail wastewater service to the Property and to all landowners within the Property shall survive such termination and the City shall remain obligated to provide retail wastewater service to the Property and Project upon Developer's satisfaction of obligations set forth in Section 6.06.

Section 9.04 Dissolution of District. The City agrees not to dissolve or attempt to dissolve, in whole or in part, the District until the Developer has fully developed one hundred percent (100%)

of the developable acreage within the District, and the Developer has been fully reimbursed by the District for all water, sewer, drainage, park and recreational, and road facilities necessary to serve all Property within the District, as determined by the District's engineer, in accordance with TCEQ rules or other applicable law, for all Developer's eligible development and construction costs, all as certified in writing by the Developer to the City. If the City dissolves or attempts to dissolve the District prior to Developer's full development in and reimbursement by the District, as described herein, the City shall, in accordance with LGC § 43.074(d), automatically assume complete liability for such reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the District.

Section 9.05 Annual Payment.

(a) As more fully described in the Utility Agreement, the City shall make an annual payment to the District ("Annual Payment") rebating a portion of the City ad valorem tax collected by the City from real property taxable by the City and located within the District as consideration for the acquisition and construction of the wastewater, drainage, park and recreational facilities, and road facilities by the District for the benefit of land within the City and conveyance of the facilities to the City, to comply with TCEQ rules, and to more equitably distribute among the residents of the City and the District the burden of ad valorem taxes to be levied and revenues to be collected from time to time by the City and the District.

The City agrees to annually make the Annual Payment to the District, as set forth herein. The Annual Payment shall only be made based on the City's ad valorem tax revenues actually collected and received by the City from property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be in the amount of seventy-four percent (74%) of the City Tax Rate per \$100 of assessed value ("AV") multiplied by the taxable assessed value ("TAV") within the District during the applicable tax year, as more specifically enumerated by the following formula:

$$\text{Annual Payment} = (\text{City Tax Rate per } \$100 \text{ AV} * 0.74) \times (\text{District TAV} / 100)$$

By way of illustration, if the City Tax Rate for the given tax year is \$0.4994 per \$100 of assessed valuation and the taxable value in the District is \$25 million, the Annual Payment is equal to \$92,389 [(\$0.4994*0.74) X (\$25,000,000/100)].

(b) The District may use the Annual Payment for any lawful purpose, including, without limitation, paying for the design and construction of the District's water, sewer, and drainage facilities, park and recreational facilities, and roads, or to pay debt service on outstanding bonds issued by the District.

(c) The Annual Payment to the District shall begin on March 1 in the calendar year following the date that the District issues its first series of bonds, and subsequent Annual Payment shall be payable each March 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such March 1 (e.g., if the District issues its first series of bonds in 2027, the Annual Payment will be due March 1, 2028 and on each March 1 thereafter). The City's obligation to make the Annual Payment shall continue until the sooner to occur of the following: (i) all bonds of the District have been fully paid and discharged as to principal, redemption, premium, if any, and interest; or (ii) forty (40) years beginning in the year following the year that the District issues its first series

of bonds. The City's obligation to pay the Annual Payment shall survive the term of this Agreement.

Section 9.06 Director Qualifying Lots. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 9.07 Manufactured or Mobile Homes. The City agrees that manufactured or mobile homes may be placed on the Property for the following uses: (1) for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or (2) for use as a construction/temporary sales office in connection with the construction of improvements to serve the Property and home sales.

ARTICLE X. **AMENDMENTS TO THE AGREEMENT**

Section 10.01 Amendments to Agreement. This Agreement may be amended as to all of the Property only by a written agreement signed by the by the City, the Landowner, the Developer, and, if applicable, any successors and assigns of the Landowner and/or the Developer (other than those permitted pursuant to Section 13.05(a)) that are not Ultimate Consumers ("Successor Developers"). This Agreement may be amended as to a portion of the Property by an amendment between the City and Landowner, the Developer, or a Successor Developer, as the applicable landowner(s), without the joinder of any other landowner; provided, however, if Landowner and/or Developer still owns any portion of the Property, Landowner and/or Developer must consent in writing to such amendment.

ARTICLE XI. **REPRESENTATIONS AND WARRANTIES**

Section 11.01 Authority of Landowner and Developer. No Conflict. This Agreement constitutes the legal, valid and binding obligation of Landowner and Developer, enforceable against the Landowner or the Developer, as applicable in accordance with its terms. Landowner and Developer each have the authority and capacity to execute and deliver this Agreement and to perform its respective obligations under this Agreement.

Section 11.02 Performance. Landowner, Developer, and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all its respective duties and responsibilities pursuant to this Agreement.

Section 11.03 Organization and Good Standing. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

Section 11.04 Authority of City: No Conflict. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

ARTICLE XII.

DEFAULT AND REMEDIES FOR DEFAULT

Section 12.01 Preventative Default Measures. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the City Manager (or its designee). In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Landowner's or Developer's request, as applicable, the City Manager (or its designee) shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 12.02 Default. It shall be a default under this Agreement if a Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from another Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

Section 12.03 Remedies Between the City and Developer. If a Party contends that another Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 12.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if the applicable Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or more of the Parties decline to engage in mediation, then a Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Either party may employ attorneys to pursue its legal rights hereunder, and the prevailing party shall be entitled to payment by the other party(ies) of all reasonable attorneys' fees incurred by the prevailing party.

Section 12.05 No Liability For Actions of Others. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

Section 12.06 Agreement not an offer by the City. The Developer agrees that this Agreement is a negotiated arms-length transaction and that the City is not making an offer to the Developer to enter into this Agreement and the requirements of the City to provide the Developer with a written statement pursuant to Texas Local Government Code Section 212.172 (b-1) is not applicable,

required or enforceable and any requirement to otherwise do so is hereby explicitly waived by Developer.

Section 12.07 Breach of Contract. It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Developer, successor, or assign, and the Developer, successor, or assign builds contrary to the issued permit.

Section 12.08 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.

Section 12.09 Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ARTICLE XIII. **MISCELLANEOUS PROVISIONS**

Section 13.01 Effective Date. The Parties agree that the "Effective Date" of this Agreement shall be the date on which this Agreement is executed by all Parties.

Section 13.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is thirty (30) years after the Effective Date, unless terminated on an earlier date pursuant to other provisions of this Agreement or by express written agreement executed by all Parties. Upon expiration of thirty (30) years from the Effective Date, this Agreement may be extended by express written agreement executed by all Parties for successive one-year or longer periods (as extended, the "Term"), except that the term may not exceed forty-five (45) years.

Section 13.03 Termination. This Agreement may be terminated as to all of the Property only by express written agreement executed by the City, the Landowner, the Developer, and, if applicable, any Successor Developers. This Agreement may be terminated as to a portion of the Property by an amendment between the City and Landowner, the Developer, or a Successor Developer, as the applicable landowner(s), without the joinder of any other landowner; provided that if Landowner and/or Developer still owns any portion of the Property, Landowner and/or Developer must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

Section 13.04 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property, other than Ultimate Consumers.

Section 13.05 Assignment.

- a. This Agreement and the rights and obligations of Landowner and Developer hereunder may be assigned by Landowner or Developer, as applicable, to an affiliate or related entity of Landowner or Developer without the prior written consent of the City.
- b. Except as otherwise set forth in Section 13.05(a), Landowner, Developer, or a Successor Developer, as applicable, may not assign this Agreement as to all or a portion of the Property from time to time to any party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed if the assignee demonstrates the financial ability to perform all the duties or obligations so assigned under this Agreement, in the reasonable judgment of the City Council.
- c. Upon such assignment, the assigning party shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.
- d. Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.
- e. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of the assigning party shall not be sufficient to constitute an assignment of the rights or obligations of the applicable assigning party hereunder, unless specifically provided herein.

Section 13.06 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 13.07 Notice. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Landowner:

WB Bastrop Land LLC
Attn: Lisa Clark
11750 Katy Freeway, Suite 1400
Houston, Texas 77079
Email: lisac@wlanddevelopment.com

With a copy to:

Ryan Harper
Allen Boone Humphries Robinson LLP
919 Congress Ave., Suite 1500
Austin Texas 78701

Developer:

W Land Development Management LLC
Attn: Lisa Clark
11750 Katy Freeway, Suite 1400
Houston, Texas 77079
Email: lisac@wlanddevelopment.com

With a copy to:

Ryan Harper
Allen Boone Humphries Robinson LLP
919 Congress Ave., Suite 1500
Austin Texas 78701

City:

City of Bastrop, Texas
Bastrop City Hall
1311 Chestnut Street
Bastrop, TX 78602
citysec@cityofbastrop.org

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Parties.

Section 13.08 No Joint Venture. It is acknowledged and agreed by the Parties that 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 Project.

Section 13.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal

holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 13.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

Section 13.11 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

Section 13.12 Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 13.13 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

Section 13.14 Applicable Law and Venue. The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 13.15 Further Assurances. All Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 13.16. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Landowner and Developer each certifies, represents, and warrants that the execution of this Agreement is duly authorized in

conformity with its organizational documents.

Section 13.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

Section 13.18 Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

Section 13.19 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. If there is any conflict, express or implied, between the terms of this Agreement and the Applicable City Code or the City Code, the terms of this Agreement will control. If there is any conflict, express or implied, between the terms of the Development Standards set forth in Exhibit "C" and the City Code, the specific terms of the Development Standards will control.

Section 13.20 Statutory Verifications. The Developer makes the following verifications in this section:

a. Pursuant to Chapter 2271 of the Texas Government Code, as amended, Landowner and Developer each verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

b. Pursuant to Chapter 2276 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates currently boycotts energy companies or will boycott energy companies. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

c. Pursuant to Chapter 2274 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their parent companies, nor any of their respective common control affiliates has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate against a firearm entity or firearm trade association. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association"

have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code.

d. Pursuant to Chapter 2252 of the Texas Government Code, as amended, Landowner and Developer each represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Landowner, the Developer, any of their respective parent companies, nor any of their respective common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

e. Pursuant to Texas Government Code Section 2252.908 requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Landowner and Developer confirm that they have reviewed Texas Government Code Section 2252.908 and that Landowner and Developer will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit to the City the completed Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Landowner and Developer execute and submit this Agreement to the City. Form 1295 is available at the TEC’s website: <https://www.ethics.state.tx.us/filinginfo/1295/>.

Section 13.21 Effect of Agreement. This Agreement shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

Section 13.22 Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declarations and land use restrictions applicable to the use of their tract or lot.

Section 13.23 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Landowner or the Developer, or their respective assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Section 13.24 Exhibits:

- A. Property Description and Property Location Map
- B. Concept and Phasing Plan
- C. Development Standards
- D. Wastewater Plan
- E. Form of Maintenance Bond
- F. Form of Consent Resolution

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original.

CITY:

CITY OF BASTROP,
a Texas home rule City

By: [Signature]
Name: Sylvia Camillo-Trevino
Title: City manager



ATTEST:

By: [Signature]
Victoria Psorcik, City Secretary
in Assistant
Date: May 7, 2025

IN WITNESS WHEREOF, the Developer has executed this Agreement on the 16th
day of April, 2025.

WB BASTROP LAND LLC,
a Texas limited liability company

By: 
Name: Ying Qiao
Title: Manager

IN WITNESS WHEREOF, the Developer has executed this Agreement on the 16th day of April, 2025

**W LAND DEVELOPMENT
MANAGEMENT LLC,**
a Texas limited liability company

By: 
Name: Ting Qiao
Title: Manager

Exhibit "A"
PROPERTY DESCRIPTION AND PROPERTY LOCATION MAP



WB
WYN BRIDGE



Overall Site
Ironwood
Bastrop, Texas
2013-2014
WYN BRIDGE

LEGAL DESCRIPTION

FIELD NOTES FOR A 289.413 ACRE TRACT OF LAND SITUATED IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 289.5 ACRE TRACT OF LAND AS CONVEYED TO DAVID C. MCFARLAND AND ANN L. MCFARLAND BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201914775 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 289.413 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the southwest right-of-way line of State Highway 304 (120 feet wide) as dedicated in Volume 130, Pages 366 and 441 of the Deed Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Lower Red Rock Road (a/k/a County Road 108) (width varies) as dedicated in Cabinet 4, Pages 39B, 82A and 109A of the Plat Records of Bastrop County, Texas, and at the northeast corner of Lot 1 of CEDAR CREEK BEND PHASE 3, a subdivision recorded in Cabinet 4, Page 109A of the Plat Records of Bastrop County, Texas; Thence, with the southwest right-of-way of said State Highway 304 and the northeast terminus of said Lower Red Rock Road, N 24°51'23" W a distance of 58.06 feet to a calculated point on the approximate centerline of said Lower Red Rock Road, at the most easterly corner of the above described McFarland Tract, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod with cup stamped "5085" found at the intersection of the northeast right-of-way line of said State Highway 305 and the northwest right-of-way of Lower Red Rock Road, and at the most southerly corner of Lot 8, Block 'A' of CASSENA RANCH, a subdivision recorded in Cabinet 5, Page 102B of the Plat Records of Bastrop County, Texas, bears N 33°23'49" E a distance of 143.24 feet;

THENCE, with the approximate centerline of said Lower Red Rock Road and the southeast line of said McFarland Tract, S 42°38'31" W a distance of 3,485.13 feet to a calculated point at the intersection with the approximate centerline of Bob's Trail (a/k/a County Road 109) (width varies, no deed of record found), for the most southerly corner of the herein described tract;

THENCE, with the approximate centerline of said Bob's Trail and the southerly lines of said McFarland Tract, the following six (6) courses:

- 1) N 46°37'22" W a distance of 644.19 feet to a calculated angle point for corner;
- 2) N 47°30'22" W a distance of 484.70 feet to a calculated angle point for corner;
- 3) N 47°33'28" W a distance of 726.11 feet to a calculated angle point for corner;
- 4) N 47°55'19" W a distance of 693.67 feet to a calculated point of curvature of a curve to the left;

- 5) Along said curve to the left, an arc distance of 173.00 feet, having a radius of 220.22 feet, a central angle of 45°00'41" and a chord which bears N 70°25'40" W a distance of 168.59 feet to a calculated point of tangency; and
- 6) S 87°04'00" W a distance of 784.64 feet to a calculated point at the southwest corner of said McFarland Tract, and at the southeast corner of a called 100.06 acre tract of land as conveyed to Janis Marie Gills, Karen Sue Cathey, Jacquelyn Kaye Bigham And Dareus Ann Cathey by Warranty Deed recorded in Volume 284, Page 20 of the Deed Records of Bastrop County, Texas, for the southwest corner of the herein described tract;

THENCE, with the west line of said McFarland Tract and the east line of said 100.06 acre tract and continuing over and across the occupied right-of-way of said Bob's Trail, N 01°52'43" W a distance of 12.93 feet to a calculated point at the most westerly corner of said McFarland Tract, and at the most southerly corner of the remainder of a called 349 acre tract of land as described by Deed recorded in Volume 182, Page 723 of the Deed Records of Bastrop County, Texas and as conveyed to Patricia Ann Jacobs by Executrix's Deeds recorded in Document Numbers 201308783, 201308784, 201308785 and 201308786, all of the Official Public Records of Bastrop County, Texas and in Volume 114, Page 881 of the Probate Minutes of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 21°40'15" W a distance of 2.08 feet;

THENCE, generally along a fence, with the northwest line of said McFarland Tract and the southeast line of said Jacobs Tract, the following four (4) courses:

- 1) N 45°55'45" E, pass a fence post found on the occupied north right-of-way line of said Bob's Trail at a distance of 14.63 feet, and continuing on for a total distance of 2,275.05 feet to a 1/2-inch iron rod found at the most southerly corner of a called 15.000 acre tract of land as described by Deed of Gift recorded in Volume 402, Page 340 of the Deed Records of Bastrop County, Texas, for an angle point;
- 2) N 45°34'31" E a distance of 927.91 feet to a 1/2-inch iron rod found at the most easterly corner of said 15.000 acre tract, for an angle point;
- 3) N 45°14'30" E a distance of 647.74 feet to a fence post found for an angle point; and
- 4) N 67°14'32" E a distance of 1,463.85 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the curving southwest right-of-way of said State Highway 304, at an easterly corner of a remaining portion of said Jacobs Tract, and at the most northerly corner of said McFarland Tract, for the most northerly corner of the herein described tract;

THENCE, with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, along a curve to the left, an arc distance of 389.16 feet, having a radius of 2,351.83 feet, a central angle of 09°28'51" and a chord which bears S 19°38'49" E a distance of 388.71 feet to a TXDOT Type I concrete monument found for a point of tangency;

PAGE 2 OF 3

G:\INC PROJECTS\WAN BRIDGE_GROUP\9294-00-RED ROCK MIXED USE SV 04 FINALS\MH RED ROCK-R-FIN.DOCX

THENCE, continuing with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, S 24°23'14" E, pass a found TXDOT Type I concrete monument at a distance of 1,923.20 feet, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection with the occupied northwest right-of-way of said Lower Red Rock Road at a distance of 2,252.54 feet, and continuing on for a total distance of 2,282.12 feet to the **POINT OF BEGINNING** and containing 289.413 acres of land, more or less.

Note: The area of occupied right-of-way that falls inside the above described tract is 3.742 acres.

I hereby certify that these notes were prepared by a survey made on the ground by BGE, Inc., under my supervision on September 10, 2021 and are true and correct to the best of my knowledge. A survey plat of even date accompanies this description.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 787
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



12/13/2021

Date

Client: Wan Bridge, LLC
Date: December 8, 2021
Revised: December 13, 2021
Job No: 9294-00

BASIS OF BEARING:

Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone.

Exhibit "B" CONCEPT PLAN



Exhibit “C”
DEVELOPMENT STANDARDS

IRONWOOD DEVELOPMENT STANDARDS ELEMENTS

Proposed Development Types- Development Types define specific development standards within the IRONWOOD Development based on the proposed Land Uses described in the Concept Plan.

Development Types:

Open Space (Base P1)

Single Family (Base P3)

Mix (Base P4)

Core (Base P5)

Street Types - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards. Private driveways and drive aisles (e.g., those serving the Townhome section(s) of the project) are also allowed and designed to connect people and places within the private realm and to the public spaces outside the private realm.

Building Types - Building Types correspond to the Development Types and Street Types. Building Types are contained within each Development Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.

CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS

SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS

SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED

The Ironwood Development Standards are divided into three (3) Development Types that are established in Section 1.1.003. All land within the Ironwood Development shall be classified into one of the following Development Types in Section 1.1.003.

- (a) A summary of the Standards of the Development Types is included in 3.2 Development Type Standards, Section 2.5, Building Types, and Section 2.5.001 Building Standards by Development Type.

SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES

- (a) The boundary lines shown on the Development Type Map are usually along Streets, alleys, property lines, or extensions thereof.

SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE

Open Space

Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Open Space is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.

Residential

Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions.

Mix

More intense building types provide varied lifestyle choices. Provides for a mix of Residential Building types. Commercial and Office uses are allowed in House Form Structures.

Core

Higher density mixture of Building types that accommodate townhomes, duplex residential, commercial, retail and apartments.

SEC 1.1.004 DEVELOPMENT TYPE MAP



LAND USE SUMMARY

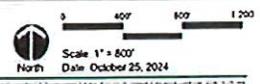
	ACRES	PERCENT OF SITE
PARKS & OPEN SPACE (BASE D1**)	71.5 ac	26.1 %
SINGLE FAMILY (BASE P3**)	134.0 ac	47.0 %
MIX (BASE P4**)	15.4 ac	5.7 %
CORE (BASE P5**)	44.0 ac	15.4 %
MAJOR ROAD	12.4 ac	5.5 %
TOTAL	224.9 ac	

* Open space includes detention/water quality, parks, greenbelts, slopes, easements and buffers
 ** Once property is annexed into city limits, land use regulations will be zoned to an appropriate district in compliance with the Future Land Use Plan.

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS



IRONWOOD
BASTROP, TEXAS



Base map compiled from field data information. All data should be considered preliminary in nature and subject to change. This map is a conceptual future and does not represent any regulatory jurisdiction. (Plan 4-Sub 1 to 10/24/24)

CHAPTER 2: IRONWOOD PRIVATE REALM DEVELOPMENT STANDARDS

SECTION 2.1 GENERAL

SEC. 2.1.001 INSTRUCTIONS

- (a) Lots and buildings located in the Private Realm within the Ironwood Development shall be subject to the requirements of this Section.
- (b) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building Height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.
- (c) Regulatory terminology related to private lots used in this Section is diagrammed for illustrative purposes only.

SECTION 2.2 PERMITTING REQUIREMENTS

- (a) Building or Construction permits shall not be issued for development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:
 - (1) For preliminary Site and Building plan approval:
 - A. See B3 Technical Manual for Site Plan Review requirements.
 - B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.
 - (2) Individual home applications in Single Family Development Types shall be exempt from the Site Plan process.
 - (3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.
 - (4) Developer may build streets and house foundations concurrently (i.e., prairie building)

SECTION 2.3 GENERAL LOT STANDARDS

SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Table 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Minimum lot width or minimum Primary Frontage Line shall be forty (40) feet within the P5

Place Type.

(d) Lots shall be divided into regulatory Layers as illustrated on Table 6.1 Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.

(1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.

(2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.

(3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.

A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.001 Building Standards per Development Type.

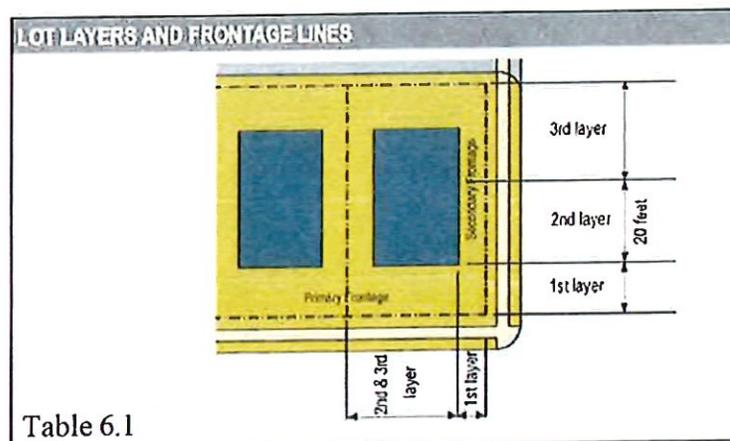
(e) All buildings and Structures must be located at or behind the side or rear International Residential Code (IRC) or International Building Code (IBC) separation line and must comply with the following lot setbacks:

(1) *Five feet (5') Sideyard Setback

(2) Ten feet (10') Rearyard Setback

*Eaves, overhangs and mechanical appurtenances may extend beyond the 5' sideyard setback plane when comply for fire rated construction.

SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES



SEC. 2.3.003 BUILDING PLACEMENT

(a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Development Type.

- (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
- (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
- (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
 - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer.

SEC. 2.3.005 BUILDING SEPARATION

- (a) Fences and screening walls may extend into the IRC/IBC Building separation line.
- (b) Side and Rear Building separation will be determined by the IRC/IBC as adopted by the City and per the setbacks established on Section 2.3.001 (d)

SEC. 2.3.006 DRIVEWAY LOCATIONS

- (a) Driveways:
 - (1) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights- of- way in Single Family Development Type, and forty (40) feet in Core Development Type (P5).
 - (2) Mid-Block lots greater than 40 feet (40') in width at the Frontage are allowed one Driveway with a maximum width of 24 feet (24') for two-way and 12 feet (12') for one-way driveways.
 - (3) In Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 foot (80') wide Street right-of-way must be spaced 300 feet (300') apart centerline to centerline.
 - (4) Nothing in this section shall prevent all Site access to any property.

SEC. 2.3.007 PARKING

- (a) Residential garage access is permitted from the Public Street and from private drive aisles or driveways.
- (b) Residential garage front facades must begin a minimum of 5 ft behind the front of the house.
- (c) Parking spaces provided internal to a Lot shall be located within the First Layer or as permitted by the Parking Location Table (Section 2.5.001, herein).

SEC. 2.3.008 CROSS ACCESS CONNECTIONS

- (a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.
- (b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- (c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the connection requirement will be permitted
- (d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.
- (e) Additional Standards shall be found in the B3 Technical Manual

SEC. 2.3.009 LOT OCCUPATION

- (a) In Residential Development Type (P3 and P4), three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.001.
- (c) For building height see standard by Development Type. If the building height is undefined in this document see the International Residential Code/International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet (14') in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet (11') with a maximum of 25 feet (25').

- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 foot (2') from the Base Flood Elevation.

SEC. 2.3.010 PRIVATE FRONTAGE

- (a) Permitted Encroachments into the First Layer of any Lot are specified in Section 2.5.002, Permitted Encroachments per Development Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.
- (b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 2.5.001, Building Standards per Development Type.
- (c) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.
- (d) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS

The main Building on a Lot.

Principal Building

Accessory Structures A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per lot.

LOT LAYERS

First Layer The area of a Lot from the Frontage Line to the Facade of the Principal Building.

Second Layer The area of a Lot set behind the First Layer to a depth of 20 feet (20') in all Development Types.

Third Layer The area of a Lot set behind the Second Layer and extending to the rear Lot Line.

LOT

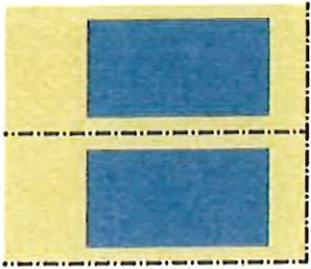
Build-to-Line	The minimum percentage of the front Building Façade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets an adjoining side/rear Property Line.

SECTION 2.5 BUILDING TYPES

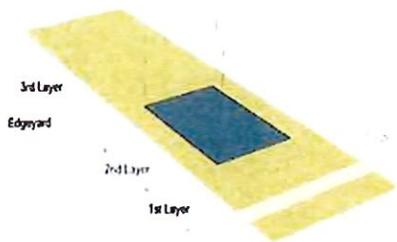
(a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeward around the Building, with IBC separation and setbacks per Section 2.3.001 (d) on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

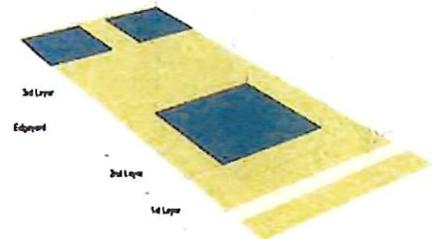
Variants: House, Duplex, Triplex, Fourplex



GENERAL PLACEMENT



HOUSE

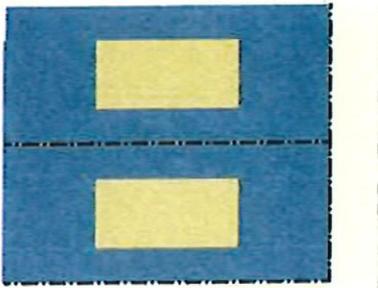


DUPLEX, TRIPLEX, FOURPLEX

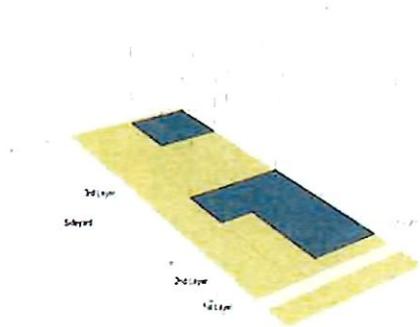
(b) SIDEYARD

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House



GENERAL PLACEMENT

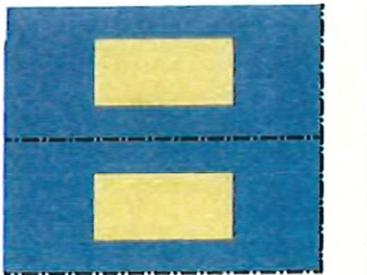


SIDEYARD

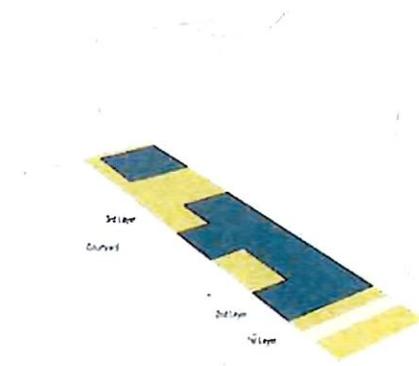
(c) COURTYARD

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building



GENERAL PLACEMENT

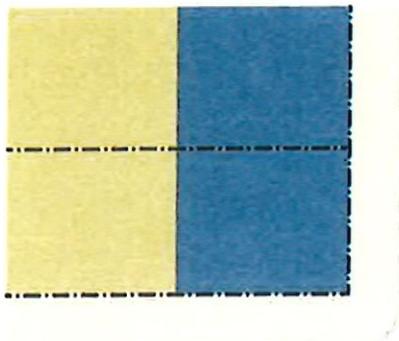


COURTYARD HOUSE

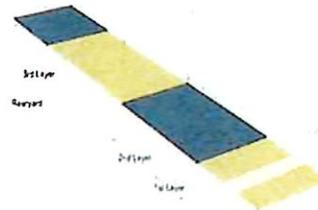
(d) REARYARD

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

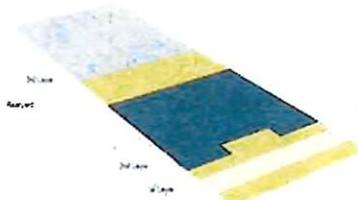
Variants: Rowhouse (including Townhouse), Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



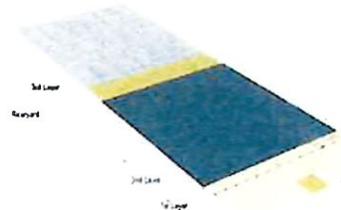
GENERAL PLACEMENT



ROWHOUSE



APARTMENT BUILDING



COMMERCIAL BUILDING

SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE

BUILDING TYPES – SEC. 6.5				
	OPEN SPACE (BASE P1)	Residential (BASE P3)	Mix (BASE P4)	CORE (BASE P5)
REARYARD				
COMMERCIAL	NA	NP	NP	NP
APARTMENT	NA	NP	P	P
ROWHOUSE	NA	NP	P	P
SIDEYARD				
SIDEYARD	NA	NP	P	P
COURTYARD				
COURTYARD	NA	P	P	P
HOUSE				
COURTYARD APT BLDG	NA	NP	P	P
EDGEYARD				
RANCH HOUSE, VILLA	NA	P	NP	NP
HOUSE	NA	P	P	NP
DUPLEX	NA	P	P	NP
TRIPLEX, FOURPLEX	NA	NP	P	NP

ENCROACHMENT TYPES – SEC. 6.5.002				
	OPEN SPACE (BASE P1)	Residential (BASE P3)	Mix (BASE P4)	CORE (BASE P5)
PORCH	NA	P	P	NP
DOORYARD	NA	NP	P	P
TERRACE	NA	NP	P	P
STOOP	NA	NP	P	P
LIGHTWELL	NA	NP	P	P
GALLERY	NA	NP	P	P
ARCADE	NA	NP	NP	P

**LOT OCCUPATION -
SEC. 6.5.003**

	OPEN SPACE (BASE P1)	Residential (BASE P3)	MIX (BASE P4)	CORE (BASE P5)
LOT COVERAGE	10% max	50% max**	60% max**	65% max**
BUILDING FRONTAGE AT BUILD- TO-LINE	NA	40% min	60% min	60% min.
BUILD-TO-LINE	NA	10 ft – 25 ft	5 ft – 15ft	2ft – 25 ft

**The overall site plan shall have impervious cover equal to or less than 50%, on an aggregate basis, and no individual lot (exclusive of road rights-of-way) may exceed 70% impervious cover (“Aggregate IC Standard”). For the purposes of calculating and achieving the maximum allowable lot coverage/impervious cover, the following may be aggregated and applied toward impervious cover limitations (i) the gross area of pervious cover located within detention areas, open space (inclusive of any pipeline easements or rights-of-way) and parkland, and/or (ii) over design of detention and drainage areas. If the Aggregate IC Standard is met, then the overall development, including each zone therein, shall be deemed in compliance with the individual impervious cover limitations in all respects.

**BUILDING HEIGHT IN STORIES -
SEC. 6.5.003**

	OPEN SPACE (BASE P1)	Residential (BASE P3)	Mix (BASE P4)	CORE (BASE P5)
PRINCIPAL BUILDING	NA	3 max	3 max	5 max
ACCESSORY DWELLING UNIT	NA	2 max	2 max	2 max

**FIRST LAYER ENCROACHMENTS -
SEC. 6.5.002**

	OPEN SPACE (BASE P1)	Residential (BASE P3)	Mix (BASE P4)	CORE (BASE P5)
OPEN PORCH	NA	50% max	80% max	80% max
BALCONY AND/OR BAY WINDOW	NA	25% max	50% max	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NA	NP	100% max	100% max

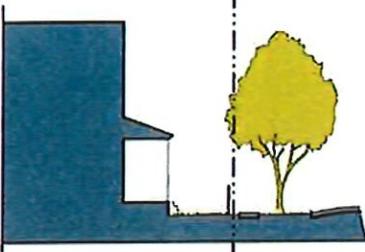
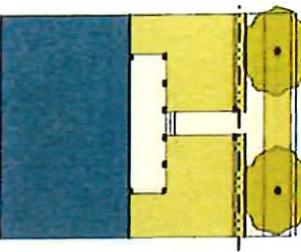
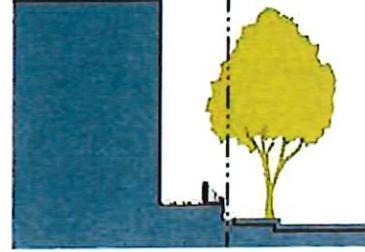
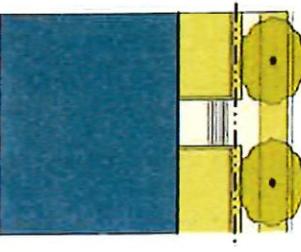
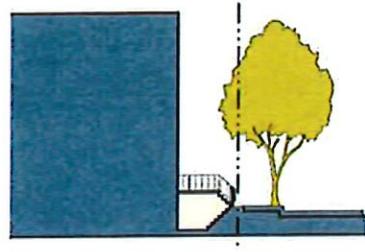
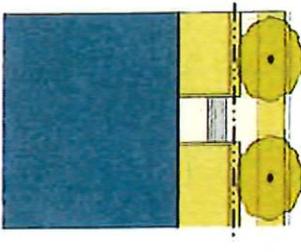
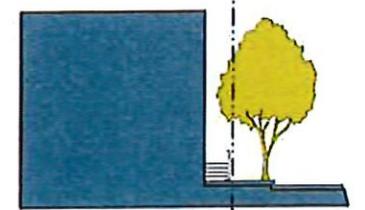
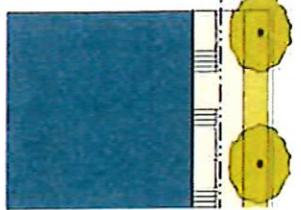
**PARKING LOCATION -
SEC. 6.3.006**

	OPEN SPACE (BASE P1)	Residential (BASE P3)	Mix (BASE P4)	CORE (BASE P5)
FIRST LAYER	P	P	P	P
SECOND LAYER	P	NP	NP	NP

THIRD LAYER	P	P	P	P
RESIDENTIAL GARAGE FRONT FACADE				
FIRST LAYER	P	P	P	P
SECOND LAYER	NA	NP	NP	NP
THIRD LAYER	NA	P	P	P
SIGNAGE – CHAPTER 8				
AWNINGS & SIGNS	NP	NP	P	P
BAND SIGNS	NP	NP	P	P
BLADE SIGNS	NP	NP	P	P
MARQUEE SIGNS	NP	NP	NP	P
NAME PLATE SIGNS	NP	NP	P	P
OUTDOOR DISPLAY CASE	P	NP	P	P
SIDEWALK SIGNS	P	NP	P	P
WINDOW SIGNS	NP	NP	P	P
YARD SIGNS	P	NP	P	P
MONUMENT SIGN	P	P	P	P
PUBLIC LIGHTING TYPES – SEC. 7.5.005				
COBRA HEAD	NP	NP	NP	NP
PIPE	P	P	P	P
POST	P	P	P	P
COLUMN	P	P	P	P
DOUBLE COLUMN	P	P	P	P

SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE

Street trees, landscaping and irrigation in the ROW is permitted. Such improvements must be maintained by the Developer, Owners Association or District.

	Private Realm	Public Realm	P1	P3	P4	P5	DESCRIPTION
PORCH			NA	P	P	NP	A roof covered raised platform
DOORYARD			NA	NP	P	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NA	NP	P	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses
STOOP			NA	NP	P	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private	Public	P1	P3	P4	P5	DESCRIPTION
LIGHTWELL			NA	NP	P	P	An Exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NA	NP	P	P	An attached cantilevered shed or a lightweight colonnade extending from a building Façade to overlap the sidewalk.
ARCADE			NA	NP	NP	NP	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Façade of the first Story remains or behind the Frontage Line.

P=PERMITTED NP=NOT PERMITTED

CHAPTER 3: IRONWOOD PUBLIC REALM DEVELOPMENT STANDARDS

SECTION 3.1 STREETS & PUBLIC REALM

SEC. 3.1.001 GENERAL

- (a) Development located within the Ironwood Development shall be subject to the requirements of this Section.
- (b) **Street Arrangement:** The Ironwood Transportation Plan establishes the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) **Street Design:** To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) **Street Widths:** Avenue Roads shall have a minimum dedicated right-of way of 80 feet with a divided median and two-way street each with a minimum paving width Curb to Curb of 19 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 30 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 50 feet with a minimum paving width Curb to Curb of 28 feet. Private Streets (e.g., those serving designated Townhome areas) may have other dimensions.
- (e) **Intersections:**
 - (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
 - (2) Curbs at acute angle intersections, shall have 25 foot (25') radii at acute corners.
 - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
 - (4) **Minimum Curb radius at intersections:**
 - A. Avenue Roadway - 20 foot (20')
 - B. Local Connector - 15 foot (15')
 - C. Neighborhood Street - 10 foot (10')

(f) **Cul-De-Sac:**

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracks, or another physical barrier.
- (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
- (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(g) **Street Names:** New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the County.

(h) **Private Streets:** Private Streets are permitted provided that they are maintained in accordance with Section 8.01 of the Ironwood Development Agreement.

(i) **Street Signs:** Street Signs are required at all intersections. Signs will meet current City or County Sign Standards or match the existing Street Signs of the adjacent joining Streets.

SECTION 3.2 NEW STREETS

SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH

- (a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Ironwood Development Master Transportation Plan.
- (b) Alignments may be adjusted if significant topographical or environmental constraints are found.
- (c) Sufficient right-of-way must be dedicated to the City for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of-way widths are illustrated in this Section.
- (d) Additional right-of-way beyond that shown in the applicable Street typical cross-section will be provided to accommodate turn lanes when warranted.

SEC. 3.2.002 MEASUREMENT OF STREETS & PUBLIC REALM

- (a) **Face of Curb.** All measurements of parking spaces and lane widths are taken from the Face of

Curb and are inclusive of the gutter.

- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

SECTION 3.3 STREET TYPES

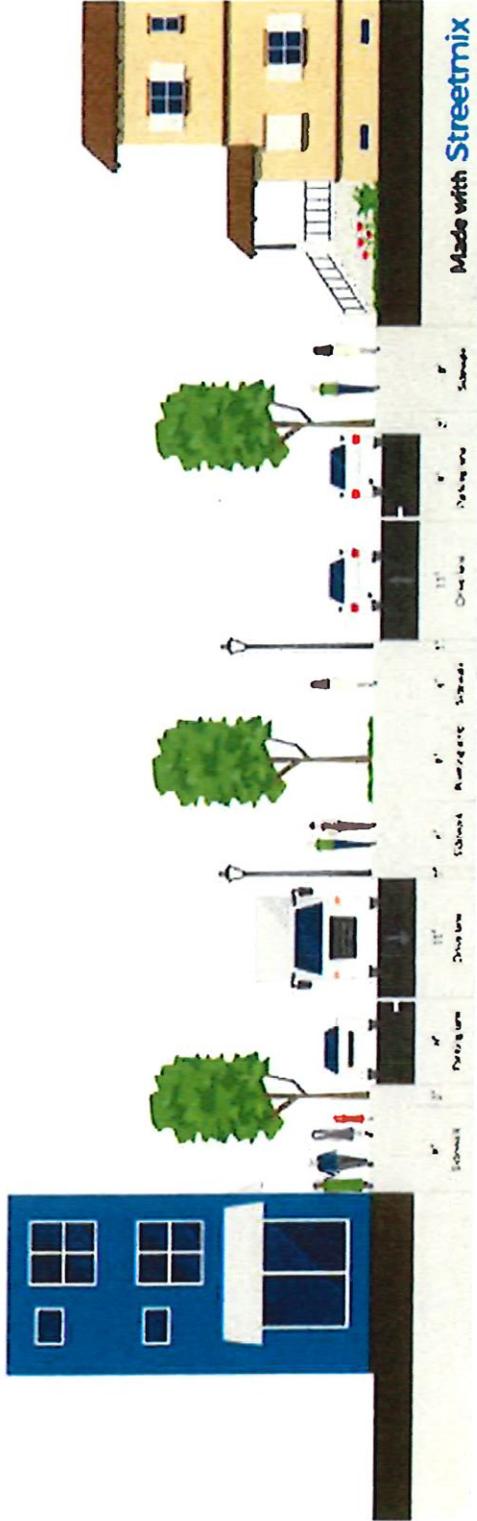
Street Types have been provided which correspond back to the built environment they serve.

- (a) The Street Types are separated into three categories:

- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes.
- (2) Connector Street (60' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002.
- (3) Neighborhood Street A (50' R.O.W.) – provide local access to rural areas primarily characterized by large Lot scale developments or Open Space. Due to environmental protections, rolling terrain, and low- density Development context, a rural cross section and design elements are recommended.

SEC. 3.3.001 PRIMARY MULTIMODAL STREET: AVENUE

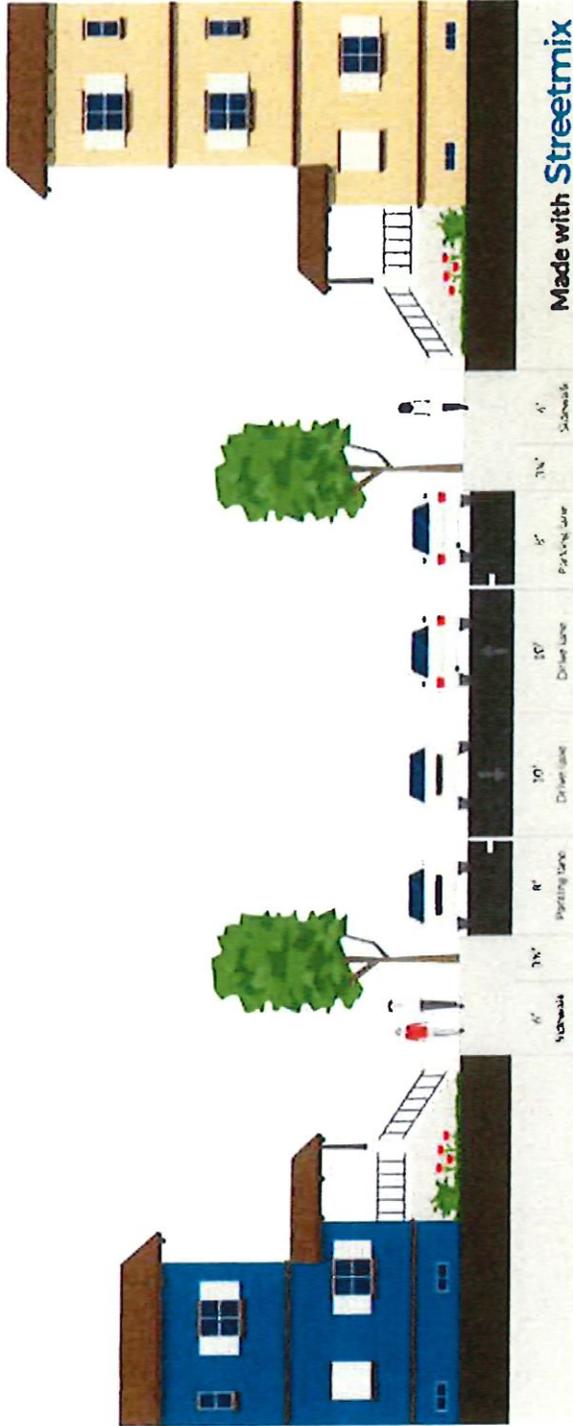
SEC. 7.3.002 PRIMARY MULTIMODAL STREET: AVENUE



Street Type:	Two-way Street with Parking	Planter Type:	Continuous planter
Right-of-Way Width:	80 feet	Curb Type:	Standard 6-inch Curb
Pavement Width:	36 feet	Landscape Type:	Trees at 30 feet O.C. average
Design Speed:	30 MPH	Frontage Line Setback:	See B ³ Code Sec. 6.5.003
Traffic Lanes:	Two lanes at 11 feet each	Private Frontage Allowed:	See B ³ Code Sec. 6.5.002
Parking Lanes:	Both sides parallel at 8 feet, marked	Street Lights:	Shielded Post and Column type
Curb Radius:	10 feet	Place Type:	P3, P4, P5
Walkway Type:	6-15 feet Sidewalk	Building Types Allowed:	See B ³ Code Article 6.5

SEC. 3.3.002 CONNECTOR STREET

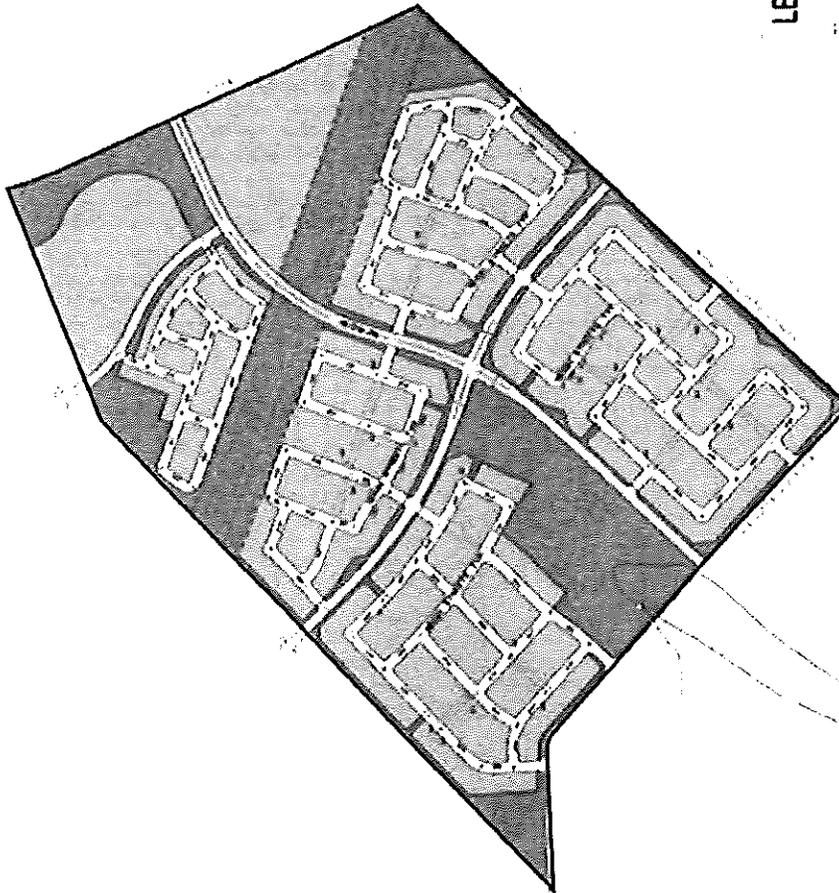
SEC. 7.3.004 LOCAL CONNECTOR STREET: CONNECTOR



Street Type:	Two-way Street with parking	Planter Type:	Continuous planter
Right-of-Way Width:	60 feet	Curb Type:	Standard 6-inch Curb
Pavement Width:	36 feet	Landscape Type:	Trees at 30 feet O.C. average
Design Speed:	25 MPH	Building Types Allowed:	See B ³ Code Article 6.5
Traffic Lanes:	Two lanes at 10 feet each	Frontage Line Setback:	See B ³ Code Sec. 6.5.003
Parking Lanes:	Both sides parallel at 8 feet, marked	Private Frontage Allowed:	See B ³ Code Sec. 6.5.002
Curb Radius:	15 feet	Street Lights:	Shielded Post and Column type
Walkway Type:	6-foot Sidewalk	Place Types:	P3, P4, P5

SEC. 3.3.004 IRONWOOD MASTER TRANSPORTATION PLAN

Any block that exceeds the maximum length of the B3 code will be bifurcated with a pedestrian pathway.



LEGEND

- 60' RIGHT OF WAY
- 80' AVENUE RIGHT OF WAY

Scale: 1" = 80'
Date: September 15, 2023

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

S&S Planning, LLC



CONCEPTUAL ROADWAY EXHIBIT
BASTROP TRACT
MAY 14, 2023

SEC. 3.3.005 COMPLIANCE WITH THE IRONWOOD MASTER TRANSPORTATION PLAN

- (a) Intent: The pattern of Streets on the Ironwood Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian and vehicular traffic, while respecting the conditions of the natural environment.
- (b) the location of internal Streets may vary from their locations on the Ironwood Master Transportation Plan, subject to the following conditions:
 - (1) The proposed arrangement meets the intent of the Ironwood Master Transportation Plan.
 - (2) Overall connectivity to adjacent tracts shall not be decreased.

SEC. 3.3.006 PUBLIC FRONTAGE STANDARDS

- (a) Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:
 - (1) The type of Drainage located adjacent to the vehicle lane;
 - (2) The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,
- (b) The Public Frontage of Streets shall be designed as specified in this document and constructed in accordance with the B3 Technical Manual.
- (c) The paving design of the Walkway shall be continuous for the extent of each Block Face.
- (d) Sidewalks are required on all Primary Multimodal Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section as defined in this document. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be in accordance with the City's standard specifications and B3 Technical Manual.

SEC 3.3.007 TRAFFIC & MITIGATION

- (a) The purpose of this section is to ensure Development within the Ironwood Development is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and County and their respective jurisdictional area. Acquisition of new rights-of-way for off- site, abutting, and internal Streets to support new Development is necessary and desirable. The City and County require that:
- (1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and
 - (2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and
 - (3) Adequate infrastructure for new Development is adequately evaluated and addressed.
- (b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City and County will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City and County desire to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's and County's intent to institute a procedure to assure mandatory dedications of Street rights- of- way and Street Construction requirements are proportional to the transportation demands created by a new Development.
- (c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop.

SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS

SEC. 3.4.001 BLOCKS

- (a) The Ironwood Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

IRONWOOD DEVELOPMENT STANDARD TABLES

	OPEN SPACE (BASE P1)	SF (BASE P3)	Mix (BASE P4)	CORE (BASE P5)
BLOCK LENGTH MAX	720 FT	720 FT ¹	720 FT ¹	720 FT ¹
DOUBLE LOADED BLOCK PERIMETER MAX.	2,880 FT	1440 FT ¹	1440 FT ¹	1440 FT ¹
SINGLE LOADED BLOCK PERIMETER MAX.	2,880 FT	1320 FT ¹	1320 FT ¹	1320 FT ¹
AVENUE	P	P	P	P
CONNECTOR	P	P	P	P
NEIGHBORHOOD STREET A	P	P	P	P

¹ Block lengths and block perimeters may exceed the maximums so long as the block is equipped with a twenty feet (20') wide open space with a publicly accessible pedestrian walkway

- (b) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.
- (c) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.

SECTION 3.5 PARK REQUIREMENT CRITERIA

Below is the Conceptual Park Plan for the entire development and what follows are initial draft concepts for the Amenity Center and ball fields.



LEGEND

- PUBLIC PARK/OPEN SPACE (74.5 ac)
- 6' SIDEWALKS
- 5' BIKE LANES
- 10' SIDEWALKS
- PEDESTRIAN SHEDS (1,320' RADIUS)
- PEDESTRIAN TRAILS (2,782 L.F.)

NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

SJC Planning, LLC





 Scale: 1" = 100'

 North: Cont. May 25, 2022

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IRONWOOD
PLANNING TEAMS

SECTION 3.6 WASTEWATER

- (a) Wastewater Lines: The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. Except as otherwise stated in Section 6.05 of the Ironwood Development Agreement, the Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall be permitted regardless of whether the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (b) Septic systems will not be permitted within a standard division of land. Septic systems must comply with the City Utility Standards, permits, and process.
- (c) See the B3 Technical Manual for additional Standards.

SECTION 3.7 EASEMENTS

- (a) The Applicant platting property shall dedicate easements as follows:
 - (1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:
 - A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.
 - (2) Off-site Easements:
 - B. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.
 - (3) Privately-owned Easements.
 - (4) See the B3 Technical Manual for Standards for Easements.

SECTION 3.8 SIGNS

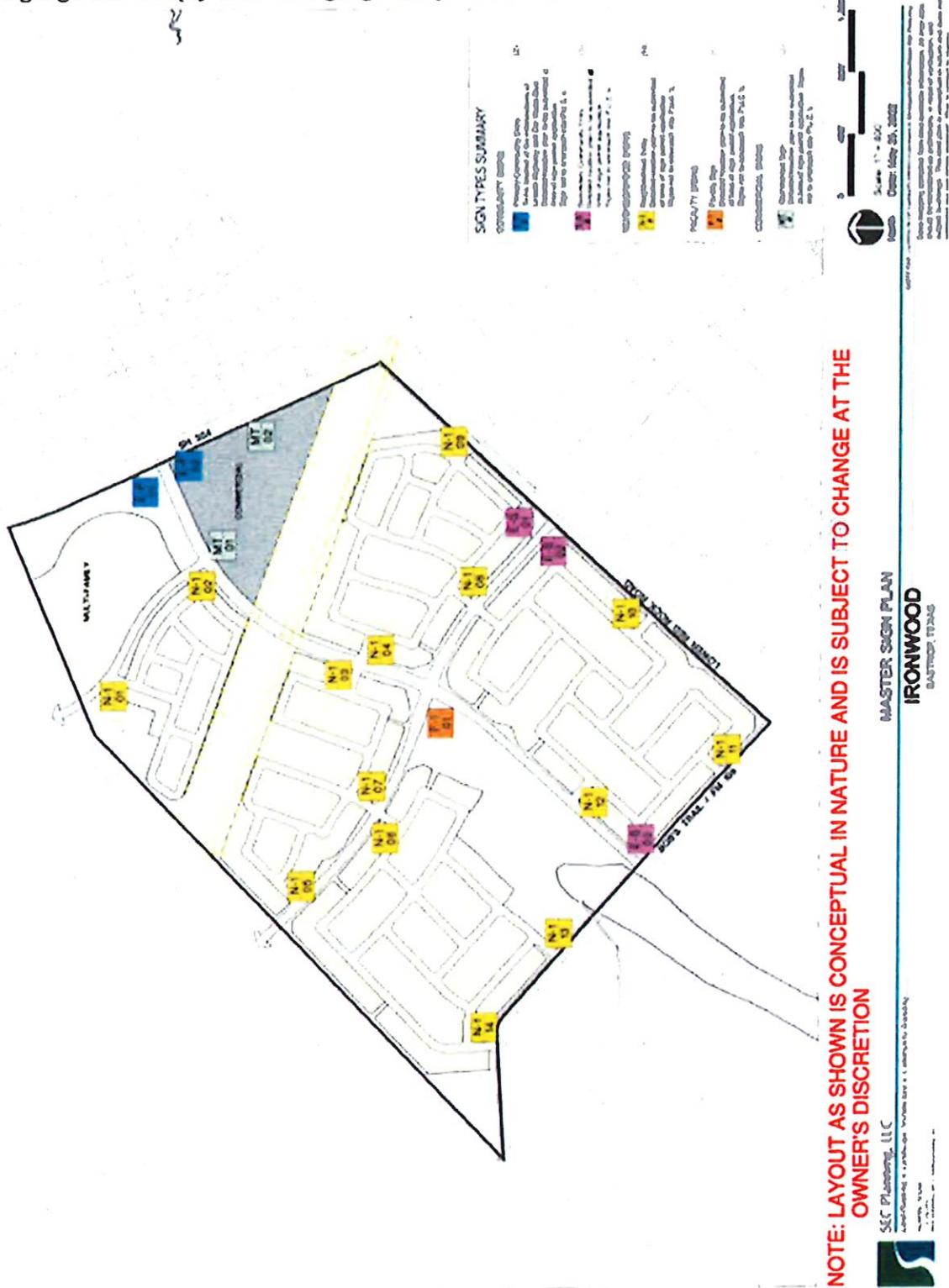
- (a) The Ironwood development standards provides a Master Sign Plan. The Master sign Plan

identifies the location, quantity and size of all signs located in the public realm.

- (1) All signs shall be located outside public rights-of way and public utility easements.
- (2) All signs may be lit, in compliance with the City of Bastrop lighting standards.

SEC. 3.8.001 MASTER SIGN PLAN

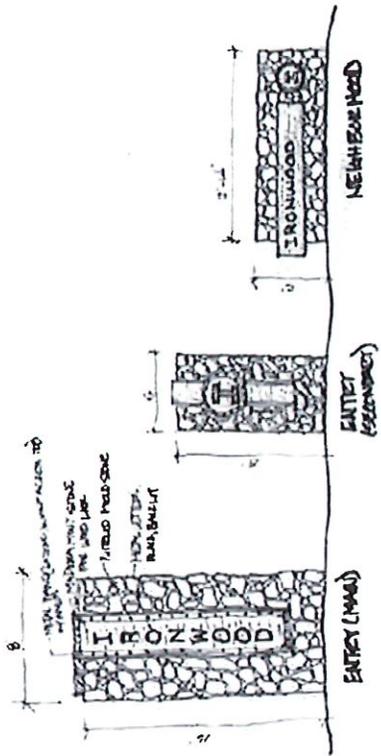
All signage will comply with the signage components of the B3 code.



NOTE: LAYOUT AS SHOWN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE AT THE OWNER'S DISCRETION

**MASTER SIGN PLAN
IRONWOOD**

ENTRY MONUMENT
 SOFTEN, RISE



IRONWOOD



CLARK CONDON

SEC. 3.9 TREE MITIGATION

(a) Subject to City of Bastrop Code of Ordinances Appendix A – Fee Schedule, the development fees in-lieu of tree mitigation shall be \$150 per one caliper inch. Two 2-inch trees will be provided for each 703 single-family residential lots and one 2-inch minimum tree will be provided for each 553 townhome units. Therefore, the total credit will be a minimum \$587,700 to go toward fees in-lieu credits for tree mitigation.

SEC. 3.10 VARIANCES

#	City of Bastrop Code of Ordinances	Description	Requirement	Requested Variance or Alternative
1	Chapter 10 – Subdivision, Section 4.10.6 All Other Plats	Lapse of plat approval	A preliminary drainage plan must be approved prior to submitting a schematic infrastructure plan. A schematic infrastructure plan must be approved prior to submitting a preliminary plat.	To allow concurrent review of preliminary drainage plan, preliminary infrastructure plan, and preliminary plat.
2	Chapter 10 – Subdivision, Section 5.05.3b – Public Improvement Plan Requirements	Tree survey requirement	Survey of all trees six (6) inches in diameter or larger	Survey of all trees eight (8) inches in diameter or larger

EXHIBIT "E"
FORM OF MAINTENANCE BOND

MAINTENANCE BOND

THE STATE OF TEXAS §

COUNTY OF BASTROP §

KNOW ALL BY THESE PRESENTS, that _____ and
as Principal, whose address is _____ a Corporation organized under the laws
of the State of _____, and duly authorized to do business in the State of Texas, as Surety, are
held and firmly bound unto the City of Bastrop, Texas and Bastrop County Municipal Utility District
No. _____ as Obligees, in the penal sum of _____ Dollars (\$ _____) to
which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, on the ___ day of _____, _____ the Principal entered into a
contact to construct _____ for the _____
_____, Texas for the sum of _____
_____ (\$ _____) and Principal has constructed _____
_____ (*insert description of*
improvements) (the "improvements");

WHEREAS, under the terms of the specifications for said work, the said Principal is required
to give a bond for 10% of the value of said improvements or _____
_____ (\$ _____), conditioned to guarantee for the period of two (2) years after acceptance of
the work by the Obligees, against all defects in workmanship and materials which may become
apparent during said period;

NOW THEREFORE, if the Said Principal shall for a period of two (2) years from and after
the date of the completion and acceptance of the work by said Obligees replace any and all defects
arising in said work whether resulting from defective materials or defective workmanship, the above
obligations shall be void; otherwise remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the improvements, or the work to be performed thereon, or the plans, specifications or
drawings accompanying the same, shall in any way affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the

improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent of Surety is:

(Seal)

Exhibit "F"
Form of Consent Resolution

CONSENT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS BASTROP COUNTY MUNICIPAL UTILITY DISTRICT NO. __

WHEREAS, the City of Bastrop (the "City") has received a Petition for Consent to Creation of a Municipal Utility District and inclusion of the land described in Exhibit A attached hereto (the "Land"); and

WHEREAS, the Land is located within the extraterritorial jurisdiction of the City; and

WHEREAS, Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code provide that land within a city's extraterritorial jurisdiction may not be included within a municipal utility district without the city's consent; and

WHEREAS, Chapter 54 of the Texas Water Code authorizes the City to impose certain terms and conditions in connection with granting the City's consent to the creation of the municipal utility district; and

WHEREAS, the City desires to grant consent to creation of the municipal utility district and inclusion of the Land in the district pursuant to the terms and conditions provided for in this Resolution.

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

- 1.** That the City Council of the City hereby consents to the creation of the District and inclusion of the Land within the District in accordance with Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code. The District is authorized to exercise all powers granted to a municipal utility district, or which may hereafter be granted, under the Constitution and laws of the State of Texas, and the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.
- 2.** That the City Council of the City further states that it has not relinquished any rights, duties, or powers relating to the inclusion of the District within its extraterritorial jurisdiction and that while

the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

3. The District shall give prior notice to the City of the issuance of any District bonds. Upon request, the District shall furnish to the City a copy of the application submitted by the District to the Texas Commission on Environmental Quality for authorization to issue bonds.
4. The purposes for which the District may issue bonds shall be limited to the purposes for which bonds may be issued by a municipal utility district under the Constitution and laws of the State of Texas, including without limitation, the purchase, construction, acquisition, repair, extension and improvement of, land, easements, works, improvements, plants, equipment, appliances, and other facilities which are, or may subsequently be, authorized by the Constitution and the laws of the State of Texas.
5. Before the commencement of the construction of any public sanitary sewer, drainage, and road facilities that will be conveyed or dedicated to the City (the "*Facilities*"), the plans and specifications for the construction of said Facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the. Prior to the construction of the applicable Facilities, written notice shall be provided to the City, stating the date that such construction will be commenced. The construction of the applicable Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of the applicable Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction of the applicable Facilities, a final copy of all "as-builts" of the applicable Facilities shall be delivered to the City in the form(s) as required by the City.
6. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

DULY RESOLVED by the City Council of the City of Bastrop, Texas, on this, the ___ day of _____, 202_.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit A

[Legal Description of the Land to be attached as exhibit to final Consent Resolution]

MEMORANDUM OF DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW EVERYONE BY THESE PRESENTS:
COUNTY OF BASTROP §

The Ironwood Development Agreement (the "Agreement") was made and entered into as of April 8, 2025, by and among the CITY OF BASTROP, TEXAS (the "City"), a home rule city in Bastrop County, Texas, acting by and through its governing body, the City Council of Bastrop, Texas; WB BASTROP LAND LLC, a Texas limited liability company ("Landowner"); and W LAND DEVELOPMENT MANAGEMENT LLC, a Texas limited liability company ("Developer").

Landowner owns approximately 289.4 acres of land in Bastrop County, Texas, located in the City's extraterritorial jurisdiction and described in Exhibit "A" (the "Property"). The purpose of the Agreement is to define the City's regulatory authority over the Property, to establish certain restrictions and commitments imposed and made in connection with the Property, to provide certainty to the Landowner and the Developer concerning annexation and regulation of the Property for a period of years, and to identify and establish development guidelines for the development of the Property.

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Secretary of the City, upon payment of duplicating costs.

EFFECTIVE as of April 8, 2025.

CITY OF BASTROP, TEXAS

By: [Signature]
Name: Sylvia Carrillo-Trevino
Title: City Manager

ATTEST:

By: [Signature]
Name: Victoria Bencik
Title: City Secretary
Assistant



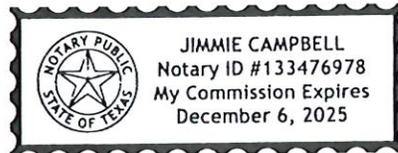
THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared Sylvia Carrillo-Trevino and Victoria Bencik, known to me to be the persons whose names are subscribed to the foregoing instrument as City Manager and City Secretary of the City of Bastrop, Texas, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of the City of Bastrop, Texas.

GIVEN under my hand and seal of office this 7th day of May, 2025.

[Signature]
Notary Public in and for the State of Texas

My Commission Expires:
December 6, 2025



**WB BASTROP LAND LLC,
a Texas limited liability company**

By: [Signature]
Name: Ting Qiao
Title: manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument as acknowledged before me on this 16th day of April, 2025, by Ting Qiao, Manager of WB BASTROP LAND LLC, a Texas limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)

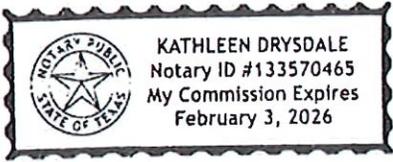
[Signature]
Notary Public in and for the State of Texas

W LAND DEVELOPMENT LLC,
a Texas limited liability company

By: [Signature]
Name: Ting DiGo
Title: manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument as acknowledged before me on this 16th day of April, 2025, by Ting DiGo, Manager of WB LAND DEVELOPMENT LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

(NOTARY SEAL)

EXHIBIT A
The Property

[See attached.]



WB
WAIN BRIDGE



Overall Site
Ironwood
Bastrop, Texas
25th 1000, 25th 1000, 25th 1000, 25th 1000
& 25th 1000, 25th 1000, 25th 1000, 25th 1000



LEGAL DESCRIPTION

FIELD NOTES FOR A 289.413 ACRE TRACT OF LAND SITUATED IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 289.5 ACRE TRACT OF LAND AS CONVEYED TO DAVID C. MCFARLAND AND ANN L. MCFARLAND BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201914775 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 289.413 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a 1/2-inch iron rod found on the southwest right-of-way line of State Highway 304 (120 feet wide) as dedicated in Volume 130, Pages 366 and 441 of the Deed Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Lower Red Rock Road (a/k/a County Road 108) (width varies) as dedicated in Cabinet 4, Pages 39B, 82A and 109A of the Plat Records of Bastrop County, Texas, and at the northeast corner of Lot 1 of CEDAR CREEK BEND PHASE 3, a subdivision recorded in Cabinet 4, Page 109A of the Plat Records of Bastrop County, Texas; Thence, with the southwest right-of-way of said State Highway 304 and the northeast terminus of said Lower Red Rock Road, N 24°51'23" W a distance of 58.06 feet to a calculated point on the approximate centerline of said Lower Red Rock Road, at the most easterly corner of the above described McFarland Tract, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod with cap stamped "5085" found at the intersection of the northeast right-of-way line of said State Highway 305 and the northwest right-of-way of Lower Red Rock Road, and at the most southerly corner of Lot 8, Block 'A' of CASSENA RANCH, a subdivision recorded in Cabinet 5, Page 102B of the Plat Records of Bastrop County, Texas, bears N 33°23'49" E a distance of 143.24 feet;

THENCE, with the approximate centerline of said Lower Red Rock Road and the southeast line of said McFarland Tract, S 42°38'31" W a distance of 3,485.13 feet to a calculated point at the intersection with the approximate centerline of Bob's Trail (a/k/a County Road 109) (width varies, no deed of record found), for the most southerly corner of the herein described tract;

THENCE, with the approximate centerline of said Bob's Trail and the southerly lines of said McFarland Tract, the following six (6) courses:

- 1) N 46°37'22" W a distance of 644.19 feet to a calculated angle point for corner;
- 2) N 47°30'22" W a distance of 484.70 feet to a calculated angle point for corner;
- 3) N 47°33'28" W a distance of 726.11 feet to a calculated angle point for corner;
- 4) N 47°55'19" W a distance of 693.67 feet to a calculated point of curvature of a curve to the left;

- 5) Along said curve to the left, an arc distance of 173.00 feet, having a radius of 220.22 feet, a central angle of 45°00'41" and a chord which bears N 70°25'40" W a distance of 168.59 feet to a calculated point of tangency; and
- 6) S 87°04'00" W a distance of 784.64 feet to a calculated point at the southwest corner of said McFarland Tract, and at the southeast corner of a called 100.06 acre tract of land as conveyed to Janis Marie Gills, Karen Sue Cathey, Jacquelyn Kaye Bigham And Darcus Ann Cathey by Warranty Deed recorded in Volume 284, Page 20 of the Deed Records of Bastrop County, Texas, for the southwest corner of the herein described tract;

THENCE, with the west line of said McFarland Tract and the east line of said 100.06 acre tract and continuing over and across the occupied right-of-way of said Bob's Trail, N 01°52'43" W a distance of 12.93 feet to a calculated point at the most westerly corner of said McFarland Tract, and at the most southerly corner of the remainder of a called 349 acre tract of land as described by Deed recorded in Volume 182, Page 723 of the Deed Records of Bastrop County, Texas and as conveyed to Patricia Ann Jacobs by Executrix's Deeds recorded in Document Numbers 201308783, 201308784, 201308785 and 201308786, all of the Official Public Records of Bastrop County, Texas and in Volume 114, Page 881 of the Probate Minutes of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 21°40'15" W a distance of 2.08 feet;

THENCE, generally along a fence, with the northwest line of said McFarland Tract and the southeast line of said Jacobs Tract, the following four (4) courses:

- 1) N 45°55'45" E, pass a fence post found on the occupied north right-of-way line of said Bob's Trail at a distance of 14.63 feet, and continuing on for a total distance of 2,275.05 feet to a 1/2-inch iron rod found at the most southerly corner of a called 15.000 acre tract of land as described by Deed of Gift recorded in Volume 402, Page 340 of the Deed Records of Bastrop County, Texas, for an angle point;
- 2) N 45°34'31" E a distance of 927.91 feet to a 1/2-inch iron rod found at the most easterly corner of said 15.000 acre tract, for an angle point;
- 3) N 45°14'30" E a distance of 647.74 feet to a fence post found for an angle point; and
- 4) N 67°14'32" E a distance of 1,463.85 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the curving southwest right-of-way of said State Highway 304, at an easterly corner of a remaining portion of said Jacobs Tract, and at the most northerly corner of said McFarland Tract, for the most northerly corner of the herein described tract;

THENCE, with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, along a curve to the left, an arc distance of 389.16 feet, having a radius of 2,351.83 feet, a central angle of 09°28'51" and a chord which bears S 19°38'49" E a distance of 388.71 feet to a TXDOT Type I concrete monument found for a point of tangency;

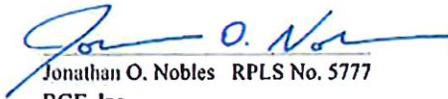
PAGE 2 OF 3

G:\TXC\PROJECTS\WAS BRIDGE GROUP\9294-00 RED ROCK MIXED USE\SV 04 FINALS\MH RED ROCK-R-TN.DOCX

THENCE, continuing with the southwest right-of-way of said State Highway 304 and the northeast line of said McFarland Tract, S 24°23'14" E, pass a found TXDOT Type I concrete monument at a distance of 1,923.20 feet, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection with the occupied northwest right-of-way of said Lower Red Rock Road at a distance of 2,252.54 feet, and continuing on for a total distance of 2,282.12 feet to the **POINT OF BEGINNING** and containing 289.413 acres of land, more or less.

Note: The area of occupied right-of-way that falls inside the above described tract is 3.742 acres.

I hereby certify that these notes were prepared by a survey made on the ground by BGE, Inc., under my supervision on September 10, 2021 and are true and correct to the best of my knowledge. A survey plat of even date accompanies this description.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 787
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



12/13/2021

Date

Client: Wan Bridge, LLC
Date: December 8, 2021
Revised: December 13, 2021
Job No: 9294-00

BASIS OF BEARING:

Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone.