RESOLUTION NO. R-2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A UTILITY AGREEMENT BETWEEN THE CITY OF BASTROP A HOME RULE CITY AND WB BASTROP LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, W LAND DEVELOPMENT MANAGEMENT, A TEXAS LIMITED LIABILITY COMPANY; FOR 289.4 +/- ACRES OF LAND LOCATED WITHIN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56 IN BASTROP COUNTY, TEXAS; 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); with a portion of the property located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property is located within the Voluntary ETJ of the City of Bastrop, and not within the ETJ or corporate limits of any other municipality; and

WHEREAS, the WB Bastrop Land, LLC, a Texas Limited Liability Company, W Land Development Management (the "Developer") is committing to construct certain improvements, structures, and facilities that will be designed to provide water, wastewater, and/or drainage to serve areas within or near the District's boundaries and the boundaries of the City of Bastrop, Texas (the "City"); and

WHEREAS, the Developer and the City have shared responsibilities regarding the long-term maintenance responsibilities for the improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the project's boundaries and the boundaries of the

City of Bastrop, Texas (the "City"); and

WHEREAS, the Developer desires to annex the entirety of the project, commonly known as Ironwood, into the corporate municipal limits of the City of Bastrop; and

WHEREAS, the City and the Developer mutually agree that entering into a Utility Agreement to memorialize the terms of the shared maintenance responsibilities between the Developer and the City will be for the benefit and orderly development of the City; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to § 51.001 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 Utility Agreement 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") (attached and incorporated herein as Attachment A).

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.

UTILITY AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

THIS UTILITY AGREEMENT (this "Agreement") is made and entered by and among the CITY OF BASTROP, TEXAS, a home-rule municipality (the "City"), WB BASTROP LAND, LLC, a Texas limited liability company (the "Landowner"), and W LAND DEVELOPMENT MANAGEMENT LLC, a Texas limited liability company (the "Developer") on behalf of proposed Bastrop County Municipal Utility District No. 5 (or next available numerical designation), a political subdivision of the State of Texas (the "District"). It is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to the District subsequent to the District's creation.

WITNESSETH:

WHEREAS, the Landowner owns the property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is currently located within the extraterritorial jurisdiction of the City, but the Landowner will petition the City to annex, and the City will annex, the Property into the corporate boundaries of the City following creation of the District and prior to the District holding a confirmation election; and

WHEREAS, the District is being created for the purposes of, among others, providing water, sanitary sewer, drainage, road, and park and recreational facilities to serve development within the boundaries of the District; and

WHEREAS, the City has, or will, by resolution consented to the creation of the District (the "City Consent"); and

WHEREAS, the District plans to finance and construct, or cause to be constructed, a water distribution system, wastewater collection system, storm water control and drainage system, road facilities and park and recreational facilities to serve the land within the District; and

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions regarding the City's provision of wastewater collection and treatment services for land within the District; and

WHEREAS, this Agreement is entered into under the authority of Texas Local Government Code Section 552.014, as amended, and the applicable provisions of Chapters 49 and 54 of the Texas Water Code;

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the District will acquire for the benefit of, and for ultimate conveyance to, the City, certain Facilities (as defined herein) needed to serve lands being developed within and near the boundaries of the District, and the City will make annual tax revenue rebate payments to the District in consideration of the District's financing, acquisition, and construction of such facilities; and

WHEREAS, the parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the parties contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Annual Payments" shall mean the annual payments to be made by the City to the District, as provided in Sections 5.01 and 5.02 hereof.

"Applicable City Code" shall mean the provisions within the City Code, in effect as of the effective date of the Development Agreement, except as expressly identified as inapplicable or as expressly modified, under the terms of the Development Agreement and/or Exhibit C thereto.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities (or causing the same), whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Code" shall mean the City's Code of Ordinances in effect as of the Effective Date.

"City Tax Rate" shall mean the City's ad valorem tax rate for the applicable tax year.

"City Wastewater System" shall mean the sanitary sewer collection, transportation, and treatment facilities and equipment owned and used by the City to collect, transport, and treat Wastewater from the public.

"Developer" shall mean W Land Development Management LLC, a Texas limited liability company, and any successor in interest or assign, to the extent such successor or assign engages in Substantial Development Activities within the Property. Developer shall also include any entity affiliated with, related to, or owned or controlled by W Land Development Management LLC, for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

"Development Agreement" shall mean that certain Ironwood Development Agreement dated as of even date hereof, by and between the City, WB Bastrop Land, LLC, a Texas limited liability company, and W Land Development Management LLC, a Texas limited liability company, as may be amended from time to time.

"District" shall mean Bastrop County Municipal Utility District No. 5 (or the next available numerical designation), a body politic and corporate and a governmental agency of the State of Texas to be organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries the approximately 289.413 acres of land described in Exhibit A attached hereto, and any additional land annexed into the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities; (ii) any Bonds of the District which are authorized but have not been issued by the District; (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District; and

(iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District Drainage System" shall mean the stormwater collection, detention, and drainage facilities to be financed, designed, and constructed by, or on behalf of, the District to serve land within the District.

"District Engineer" shall mean BGE, Inc., or its replacement or assignee.

"District Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"District Wastewater System" shall mean the sanitary sewer collection and transportation facilities to be financed, designed, and constructed by, or on behalf of, the District to serve land within the District.

"Effective Date" means the effective date of this Agreement, which shall be the date on which this Agreement is executed by the City, the Landowner, and the Developer.

"End-Buyer" shall mean any owner, tenant, user, or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the real property records.

"Facilities" shall mean and include (i) sanitary sewer collection and transportation and storm water collection facilities constructed or acquired, or to be constructed or acquired by, or on behalf of, the District, to serve lands within the District, including, but not limited to, the District Wastewater System, the District Drainage System, and the Offsite Wastewater Facilities; (ii) road facilities constructed or acquired, or to be constructed or acquired, by the District to serve lands within the District, including, but not limited to, the Road Facilities; and (iii) all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

"Impact Fee(s)" shall mean the then-effective water, sewer, and roadway impact fees set and published by the City and, for purposes of this Agreement, shall be limited to the Wastewater Impact Fees.

"LUE" shall mean living unit equivalent and is a measure of the estimated average daily volume used by a single-family residence or its equivalent.

"Offsite Wastewater Facilities" shall mean the offsite Wastewater infrastructure to be designed, financed, and constructed by, or on behalf of, the District in order to connect the District Wastewater System to the City Wastewater System, as generally shown on Exhibit B attached hereto.

"Project" shall mean the development of the Property as a mixed-use development in accordance with the Development Agreement.

"Property" shall mean the approximately 289.413 acres of land described in Exhibit A.

"Road Facilities" shall mean the public roads to be financed, designed, and constructed by, or on behalf of, the District.

"Substantial Development Activities" means the subdivision of the Property or any portion thereof with the intent to sell to an End-Buyer, and includes, but is not limited to, any platting or construction of water, sewer, and/or drainage facilities or roads.

"TCEQ" shall mean the Texas Commission on Environmental Quality or its successor agency.

"Wastewater" shall mean the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of a residential or commercial structure of a domestic nature (not industrial).

"Wastewater Impact Fee" shall mean the then-effective sewer Impact Fee for a 5/8" by 3/4" or 3/4" meter size.

"Wastewater Services" shall mean the services to be provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System.

ARTICLE II
DESCRIPTION, DESIGN, AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in accordance with this Agreement and the Development Agreement, unless otherwise required by state or federal regulation or code. The plans and specifications for the Facilities shall be subject to review and approval of the City in accordance with this Agreement. The District shall design, construct, or extend, or shall cause to be designed, constructed, or extended, the Facilities in such phases or stages as the District, in its sole discretion, from time to time, may determine to be economically feasible. However, the Facilities within any phase shall be constructed and completed at one time so as to allow extensions of said utilities to future phases. Except as otherwise provided in this Agreement the Facilities shall be designed to serve the land within the District, and capacity in the Facilities constructed by or on behalf of the District shall be reserved to serve the land within the District. To the extent that any Facilities are oversized pursuant to Section 2.09, the additional capacity created by such oversizing shall be reserved to the City. Any conveyance or transfer of the Facilities shall not restrict, prohibit, or otherwise affect the District's ability to reimburse the Developer for the cost of such improvements or capacity in improvements constructed or financed by Developer.

2.02. Aqua CCN. 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. The District (or Developer on behalf of the District) may contract with Aqua to provide wholesale or retail water service to the Property. The District (or Developer on behalf of the District), in its sole discretion, may 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.

2.03. Required Improvements. In order for the City to provide Wastewater Services, (i) the District Wastewater System, the size and nature of which shall be sufficient to serve the District, as determined by the District Engineer, and (ii) the Offsite

Wastewater Facilities, as such improvements are described generally on Exhibit B attached hereto, shall be constructed, by or on behalf of, the District.

2.04. Design and Construction.

(a) The Facilities shall be designed in accordance with sound engineering principles and in compliance with all applicable requirements as set forth in this Agreement. The District Wastewater System and the Offsite Wastewater Facilities, the Road Facilities, and the District Drainage System shall be designed and constructed in accordance with the Applicable City Code. Plans and specifications for the Facilities shall be subject to review and approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall have thirty (30) business days to review plans and specifications and provide its approval or submit written comments to the District (or Developer on behalf of the District), such approval not to be unreasonably withheld, conditioned, or delayed. If the City provides written comments within the thirty (30) business day period, the plans and specifications will be deemed approved as long as the District (or Developer on behalf of the District) complies with such written comments, which shall be confirmed with a resubmission of the plans and specifications that reflects the changes required by Staff. In the event that said plans or specifications are resubmitted and do not adequately address the comments made by the City, the City shall be granted an additional fifteen (15) business days for review.

(b) The Facilities shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained all in accordance with the general law for municipal utility districts. In addition to any other construction contract provisions, any construction contract for the Facilities shall include the contractor's one (1) year warranty of work performed under the contract; provided, that any such contractor's warranty for road facilities shall include a two (2) year maintenance bond for the work performed under the applicable road construction contract in accordance with the Development Agreement.

(c) The City shall have the right to inspect and approve the construction of the Facilities for compliance with the design and construction standards under this Agreement, which approval will not be unreasonably withheld, conditioned, or delayed. The City shall provide the District with a copy of all inspection reports for the Facilities.

2.05. Wastewater Facilities Capacity. The City represents and warrants that, at the execution of this Agreement, the City Wastewater System will have sufficient capacity to serve up to 300 LUEs of Wastewater Service for the Property, and that, upon completion of the District Wastewater System and the Offsite Wastewater Facilities, the City Wastewater System will have sufficient capacity to serve up to 1,350 LUEs of Wastewater Service for the Property (the "Ultimate Capacity Requirement"). The City shall provide the District with its Ultimate Capacity Requirement for Wastewater

Services. The City shall at all times manage the capacity in the City Wastewater System so that capacity to serve development within the District is available at the time such improvements are to be connected to the City Wastewater System. In the event that the City Wastewater System does not have sufficient capacity to serve the Ultimate Capacity Requirement, the City agrees to make any necessary improvements to the City Wastewater System to handle the District's Ultimate Capacity Requirement, at no cost to the District, in order to serve the development within the District. The District shall connect to the City Wastewater System at mutually agreed upon location(s) designated on Exhibit B attached hereto.

2.06. Wastewater Connections. The District will pay, or cause to be paid, all design, easement, and construction costs for the District Wastewater System and the Offsite Wastewater Facilities that are required to collect Wastewater within the Property and cause the Wastewater to flow to the City Wastewater System. All Wastewater collected from customers within the District will be delivered through the District Wastewater System to its point of connection with the City Wastewater System. Notwithstanding the foregoing, the City will not allow to be made any connection to the District Wastewater System until, with respect to such connection, the City has inspected the connection.

2.07. 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 2.07(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 Offsite Wastewater Facilities (the "Offsite Costs"). The Impact Fee Reduction shall be in the amount of the applicable Offsite 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 Offsite Costs total $2,000,000.00, and the then-effective 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 by the Developer, or its successors and assigns, of $3,607.52 shall satisfy one sewer Impact Fee in full.

2.08 Reservation Fees. 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 users within the District and other development within the City's service area (the "City Wastewater Improvements").

Within forty-five (45) calendar days of the Effective Date, the District (or the Developer on behalf of the District) shall 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 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 District (or the Developer on behalf of 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 District (or the Developer on behalf of the District) shall 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 serve users within the District.

2.09. Facilities Oversizing. The District (or the Developer on behalf of the District shall design, permit, and construct the Facilities to serve only the Property; provided, however, that the City shall have the right to request that the Facilities be oversized to allow the City to serve its customers outside of the District (the "Oversized Project"), so long as the City notifies the District (or the Developer on behalf of the District) of its request for an Oversized Project at least thirty (30) days prior to the time that the District (or the Developer on behalf of 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.

2.10. Letter of Assurance. The City agrees that, from time to time, the City shall, upon request, issue a letter of assurance to the District, purchasers, or prospective purchasers, confirming that the City has sufficient capacity in the City Wastewater System to serve the District. Upon request, the City agrees to issue a letter of assurance to the owner of platted property within the District confirming Wastewater availability for such platted property.

2.11. Easements; Rights of Entry. The Facilities constructed by or on behalf of the District and conveyed to the City shall be constructed in dedicated easements or public rights-of-way. The City agrees to provide such existing easements and rights-of-entry necessary for construction and connection of the Road Facilities and the District Drainage System to the City systems. The parties acknowledge that the acquisition of certain off-site property rights and interests may be required to allow the Offsite Wastewater Facilities to be constructed to serve the Property. The Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the Offsite Wastewater Facilities. Any such easements, granted by separate instrument, shall be granted, or assigned, to the City following completion of construction of the Offsite Wastewater Facilities and the City's acceptance of such facilities.

If however, the 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 Offsite Wastewater Facilities are located within rights-of-way held by Texas Department of Transportation ("TxDOT") and the Developer agrees to apply for and obtain any permits required for the installation of the Offsite Wastewater Facilities, including, specifically, any Right of Way and Utility and Leasing Information System (RULIS) permits. The City agrees to cooperate and assist the Developer as needed to acquire such permits. All costs associated with the acquisition of such permits will be paid by the Developer.

In the event the necessary easements and/or permits for the Offsite Wastewater Facilities have not been acquired at the time the District has been confirmed, the District, at its election, may proceed with acquiring the necessary easements and/or permits.

ARTICLE III
OWNERSHIP, OPERATION, AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As consideration for the City's performance of its obligations under this Agreement, including the City's obligation to provide Wastewater Services to all users within the District, as each phase of the Facilities are acquired and constructed, the District shall convey the same to the City (excluding detention facilities and park and recreational facilities). The District will transfer all warranties of contractors and subcontractors, if any, and all other rights beneficial to the operation of the phase of the Facilities conveyed to the City. Performance by the City shall include, but not be limited to, (1) providing adequate maintenance and operation of the conveyed Facilities; (2) providing the Wastewater capacity as set forth herein; (3) providing reasonable and timely review and approval as required herein; (4) maintaining the wastewater collection line capacity as constructed by the District; and (5) timely making connections to the District Wastewater System. Following completion of the District's detention facilities and park and recreational facilities, the District will own such facilities.

3.02. Acceptance and Operation by the City.

(a) As construction of each phase of the Facilities to be conveyed to the City is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will accept the same (except for detention and park and recreation facilities), whereupon, such portion of the Facilities shall be operated and maintained by, the City at its sole expense as provided herein. In the event that a portion of the Facilities has not been completed in accordance with the final plans and specifications, the City will immediately advise the District in what manner the applicable Facilities do not comply, and the District shall immediately correct the same; whereupon, the City shall again inspect such infrastructure and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities (including the District Wastewater System, and excluding any detention facilities and parks and recreational facilities) and provide Wastewater Services to all users within the District without discrimination. The City shall at all times maintain the Facilities conveyed to it, including the District Wastewater System, or cause the same to be maintained, in good condition and working order, and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining such Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules,

regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

(b) The City shall provide competent, trained personnel, licensed or certified as necessary by the appropriate regulatory authority, to operate, inspect, maintain, and repair the Facilities conveyed to it. Upon request, the City shall provide a report to the District indicating the total number of service connections within the District.

(c) Upon request by the District, the City agrees to provide a letter contemplated by Title 30, Section 293.69 of the Texas Administrative Code.

(d) The District may design, finance, construct, own, and operate detention ponds and public parks and recreational facilities. The District shall maintain, or cause to be maintained, such detention ponds and public parks and recreational facilities at no cost or expense to the City.

3.03. Rates and Other Charges.

(a) As ownership of each portion of the District Wastewater System is transferred to the City, any persons applying for and receiving Wastewater Services through the District Wastewater System will be customers of the City.

(b) The City shall bill and collect fees from customers of the District Wastewater System and shall from time to time fix such rates and charges for such customers as the City determines are necessary; provided, that rates and charges for Wastewater Services will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All Wastewater revenues from customers within the District shall belong exclusively to the City.

3.04. Tap Charges; Sewer Inspection Charges. The City may impose tap fees and sewer inspection charges within the District for connecting to the District Wastewater System, respectively, at a rate to be determined from time to time by the City; provided that the charge is equal to the sums charged other City users for comparable connections, and the tap charges and sewer inspection charges shall belong exclusively to the City. Such charges shall be billed to and be the responsibility of the person or entity requesting the connection to the District Wastewater System accepted by the City and shall not be the responsibility of the Landowner, Developer, or the District, unless such connection is requested by the Landowner, Developer, or the District. The City or its contractor will set taps and conduct sewer inspections no later than five (5) days of the request therefore. Other than Wastewater Impact Fees, sewer rates, tap fees, and sewer inspection charges, the City may not impose any additional fee or charge on Wastewater users within the District.

3.05. Services. Wastewater, electric, garbage pickup, police, and fire (to the extent the City begins providing fire services within the City) shall be provided to the Property by the City in the same manner as such services are provided to other properties in the City, without regard to the fact that the Property is within the boundaries of the District.

ARTICLE IV
FINANCING OF FACILITIES

4.01. Authority of District to Issue Bonds. The District shall have the authority to issue, sell, and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, in such form and manner and as permitted or provided by federal law, and the general laws of the State of Texas. The District may issue Bonds for any purpose authorized by law.

4.02. Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding Bonds) will be sold only after the taking of public bid therefore. The net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date notice of the sale of such Bonds is given or a similar index if such index should cease to exist.

4.03. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the District Assets and District Obligations, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition, or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities conveyed to the City, other than the Annual Payments from the City.

ARTICLE V
ANNUAL PAYMENTS AND DISTRICT TAXES

5.01. Calculation of Annual Payments. In consideration of the acquisition and construction of the Facilities by the District for the benefit of land within the City and

conveyance of the Facilities (excluding detention facilities and park and recreational facilities) to the City and in order 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 shall make an annual payment to the District (the "Annual Payment"). 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:

*Annual Payment = (City Tax Rate per $100 AV*0.74) X (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).

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.

5.02. Payment of Annual Payments. 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 Payments 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 to the District 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. Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. Tax revenues not received by the City by March 1 of a calendar year that are subsequently received by the City will be paid to the District within forty-five (45) days from the date on which the City receives such revenues. The City's obligation to pay the Annual Payment shall survive the term of this Agreement.

5.03. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied and collected by the City and shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and the debt service requirements of such Bonds.

5.04. District Taxes. The District is authorized to assess, levy, and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with the Annual Payments, shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

ARTICLE VI
DISSOLUTION OF THE DISTRICT

6.01. Dissolution of District Prior to Retirement of Bonded Indebtedness.

(a) The City and the District recognize that, as provided in the laws of the State of Texas, and in accordance with the terms and conditions of the Development Agreement, the City has the right to abolish and dissolve the District and to acquire the District Assets and assume the District Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until both of the following conditions have been satisfied (i) all water, sanitary sewer, drainage, road, and park and recreational facilities have been constructed to serve all of the land within the District; and (ii) the Developer within the District, and its successors and assigns, has/have been fully reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or other applicable law, in the case of subclauses (i) and (ii), all as certified in writing by the Developer or the Developer, as applicable, to the City.

(b) Upon dissolution of the District, the City shall automatically acquire the District Assets and assume the District Obligations in accordance with Local Government Code Section 43.074(d), including, without limitation, if the City dissolves the District

prior to Developer's full development in and reimbursement by the District, as described in Section 8.01(a), assumption of complete liability for reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the District. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District Obligations pursuant to any existing development financing agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City; or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District Obligations, including those under any development financing agreements.

6.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly, and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate dissolution of the District and the transfer of the District Assets to, and the assumption of the District Obligations by, the City.

ARTICLE VII
DEFAULT AND REMEDIES

7.01. Default; Notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the breaching party shall have a longer period of time as may be reasonably necessary to cure the default in question.

7.02. Remedies. If a party contends that another party is in default of this Agreement, the non-breaching party shall give written notice of such contention to the breaching party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.01 above. The breaching party shall either cure the alleged default timely, or if the non-breaching party and breaching 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-breaching party's initial notice of default, give written notice to the non-breaching 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). Each 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.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.01. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force majeure for the City), insurrections, riots, epidemics, pandemics, national or state health crises, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

8.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

8.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under 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 the 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, (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, or (iv) by sending the same by electronic mail ("email") with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

If to the City, to:

City of Bastrop
Bastrop City Hall
1311 Chestnut Street
Bastrop, Texas 78602
Attn: City Manager
Email: scarillo@cityofbastrop.org

If to the Landowner, to:

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

If to the Developer, to:

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

If to the District, to:

Allen Boone Humphries Robinson LLP
Attn: Ryan Harper and Duggan Baker
919 Congress Ave., Suite 1500
Austin Texas 78701
Email: rharper@abhr.com; dbaker@abhr.com

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other parties.

8.04. Assignability. This Agreement may not be assigned by any party except upon written consent of the other parties, except that the rights and obligations of Landowner and Developer hereunder may be assigned by Landowner or Developer, as applicable, to the District without the prior written consent of the City.

8.05. No Additional Waiver Implied. The failure of a party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other parties.

8.06. Reservation of Rights. All rights, powers, privileges, and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

8.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

8.08. 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.

8.09. Entire Agreement; Amendment. This Agreement, and the documents and exhibits referenced herein, embody the entire understanding between the parties with respect to the subject matter hereof. If any provisions of the City Consent appear to be inconsistent or in conflict with the provisions of this Agreement, the applicable provisions of the City Consent shall govern; provided, that the provisions contained in this Agreement shall be interpreted in a way which is consistent with the City Consent. This Agreement may be amended only by a written agreement signed by the parties hereto.

8.10. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of a party hereto, with respect to the provisions hereof.

8.11. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

8.12. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

8.13. 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.

8.14. 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.

8.15. Further Assurances. The 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.

8.16. Assumption by the District. The Landowner and the Developer covenant and agree to cause the District to assume and execute this Agreement following the District's confirmation election.

8.17. No Allocation Agreement. The parties acknowledge and agree that this Agreement is not an "allocation agreement" as such term is defined in Section 54.016(f), Texas Water Code, as amended. The parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the parties, if there is a determination that this Agreement does constitute an "allocation agreement" within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be amended as may

be necessary to implement the intent of this Agreement as nearly as possible without creation of an "allocation agreement". Each party agrees to cooperate with the other parties to implement the intent of this paragraph.

8.18. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the Effective Date (the "Initial Term"); provided, however, this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District.

8.19. Incorporation. The exhibits referred to herein and listed below, and all other documents referred to in this Agreement, are incorporated herein by reference for the purposes set forth in this Agreement.

8.20. Statutory Verifications. Landowner and Developer each 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 respective 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/.

List of Exhibits:

Exhibit A: Legal Description of the Property
Exhibit B: Offsite Wastewater Facilities

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has executed this Agreement on the 8th day of April, 2025.

CITY OF BASTROP, TEXAS

Sylvia Carrillo-Trevino, ~~Mayor~~ City Manager

ATTEST/SEAL:

Victoria Psencik, City Secretary Assistant

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: Ting Chiao
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

Pursuant to Section 8.16, the District has executed this Agreement on the ____ day of _____, 202__.

BASTROP COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

By:_____
President, Board of Directors

ATTEST:

By:_____
Secretary, Board of Directors

(SEAL)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT ____

Red Rock Tract
289.413 Acres

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;

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.

12/13/2021
Date

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

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
OFFSITE WASTEWATER FACILITIES