

ORDINANCE NO. 2025-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND DESCRIBED AS VALVERDE SECTION 2 PHASE 4, FOR 23.298 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, MORE COMMONLY KNOWN AS THE VALVERDE SUBDIVISION; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about July 1, 2024, Continental Homes of Texas, L.P. a Texas limited partnership (the "owner") submitted a petition for voluntary annexation of the property described as being 23.298 +/- acres of land out of the Nancy Blakey Survey Abstract 98, located west of FM 969, within the Extraterritorial Jurisdiction as shown in Exhibit "A" (the property), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding annexation; and

WHEREAS, Texas Local Government Section 51.001 provides the City general authority to adopt an Ordinance 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 City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of Bastrop authorizes the execution of the Valverde

Section 2 Phase 4 Annexation described in Exhibit "A" which is attached here to and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e. corporate limits) of the City of Bastrop, Texas and is made an integral part, hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A Service Plan prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit "B" and incorporated here for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the city and hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3. The City Secretary is hereby directed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this ordinance and the updated maps with the Bastrop County Clerk.

Section 4. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance 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.

[Signature Page to Follow]

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 13th day of May 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 27th day of May 2025.

APPROVED:

by: 
John Kirkland, Mayor Pro-Tem

ATTEST:


Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:


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

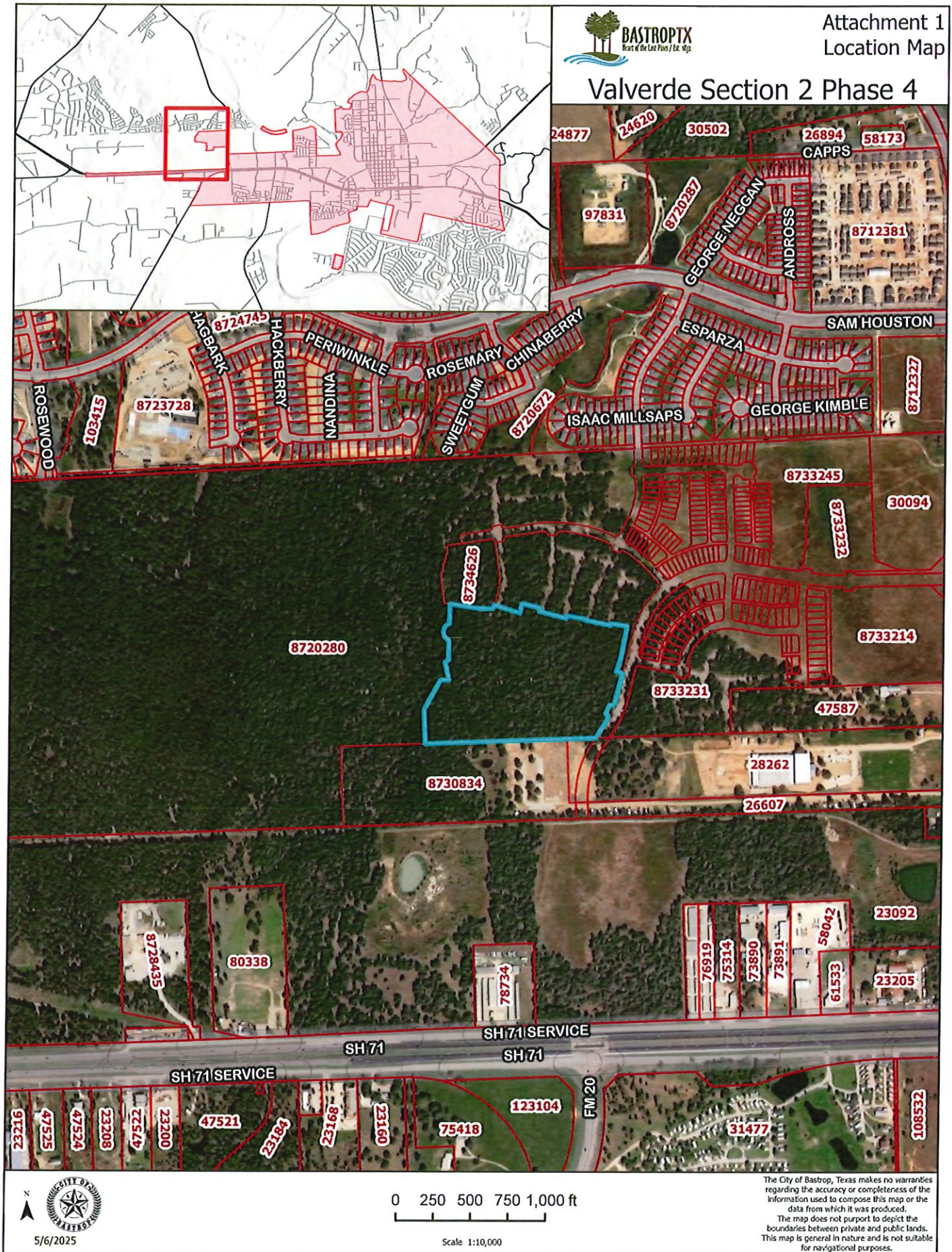


EXHIBIT A



Attachment 1
Location Map

Valverde Section 2 Phase 4



5/6/2025

0 250 500 750 1,000 ft

Scale 1:10,000

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.

MUNICIPAL SERVICES PLAN

MUNICIPAL SERVICES PLAN FOR THE VALVERDE SUBDIVISION

This Municipal Services Plan ("**Plan**") is created on this 13th day of May, 2025 by the City of Bastrop, Texas, a home rule municipality of the State of Texas ("**City**").

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately 23.298+/- acres of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("**Property**"); and

WHEREAS, Continental Homes of Texas, L.P. (the "**Owner**") has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (as amended, the "**Development Agreement**") and is hereby voluntarily requesting full-purpose annexation of the Property; and

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owner that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the City services to be provided for the Property on or after the effective date of annexation and provided for herein.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provides for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

EXHIBIT B

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** The Property is within the ESD #1 Service Area. The City of Bastrop Fire Department will provide aid through the Mutual Aid Agreement with ESD #1 until such services are transferred.
- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The planning and zoning of the Property will be in accordance with the terms and conditions set forth in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. **Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to the Property on the effective date of the annexation ordinance.
- h. **Street & Drainage Maintenance.** The City will provide street and drainage maintenance to public streets in the Property in accordance with standard City policy as the Property develops.
- i. **Street Lighting.** The City will provide street lighting to the Property in any public right-of-way in accordance with standard City Policy as the Property develops.
- j. **Traffic Engineering.** The City will provide, as appropriate, street name signs, traffic control devices, and other traffic system design improvements to the Property.
- k. **Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to

Texas Disposal Systems, which will be notified of all newly annexed parcels.

- l. Water Service.** The Property will be served with water by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense, except as may be set forth in the Development Agreement.
- m. Sewer Service.** The Property will be served by wastewater service by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense, except as may be set forth in the Development Agreement.
- n. Miscellaneous.** All other applicable municipal services will be provided to the Property in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
- 6. SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
- 7. INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 8. GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
- 9. NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

EXHIBIT B

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.
13. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understanding, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated or terminated orally.

[The remainder of this page intentionally left blank.]

EXHIBIT B

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

A Texas home-rule municipal corporation

Attest:

By: *Victoria Psencik*

Name: Victoria Psencik

Title: Assistant City Secretary

By: *Sylvia Carrillo*

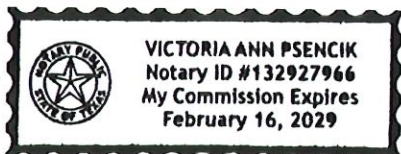
Name: Sylvia Carrillo-Trevino

Title: City Manager

THE STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on this 2nd day of June, 2025, by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, a Texas home rule municipal corporation, on behalf of said corporation.




Victoria Psencik
Notary Public, State of Texas

EXHIBIT B

OWNER:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

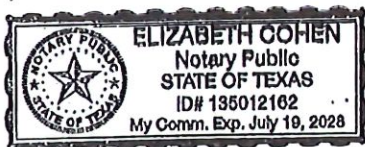
By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: 
Name: Joel M. Wixson
Title: Assistant Secretary

THE STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on this 3rd day of June, 2025, by Joel M. Wixson, Assistant Secretary, of CHTEX of Texas, Inc., a Delaware corporation, the general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said entities.




Notary Public, State of Texas

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Krista Bartsch

KRISTA BARTSCH, County Clerk

Bastrop Texas

June 04, 2025 04:11:47 PM

FEE: \$61.00

202509559

ORDINANCE NO. 2025-49

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WHEREAS, the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about July 1, 2024, Continental Homes of Texas, L.P. a Texas limited partnership (the "owner") submitted a petition for voluntary annexation of the property described as being 23.298 +/- acres of land out of the Nancy Blakey Survey Abstract 98, located west of FM 969, within the Extraterritorial Jurisdiction as shown in Exhibit "A" (the property), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding annexation; and

WHEREAS, Texas Local Government Section 51.001 provides the City general authority to adopt an Ordinance 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 City finds that this Ordinance was passed and approved at a meeting

Section 2 Phase 4 Annexation described in Exhibit "A" which is attached here to and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e. corporate limits) of the City of Bastrop, Texas and is made an integral part, hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A Service Plan prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit "B" and incorporated here for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the city and hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

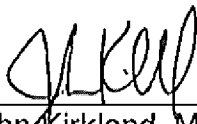
- Section 3.** The City Secretary is hereby directed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this ordinance and the updated maps with the Bastrop County Clerk.
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- Section 6.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.
- Section 7.** Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance 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.

[Signature Page to Follow]


READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 13th day of May 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 27th day of May 2025.

APPROVED:

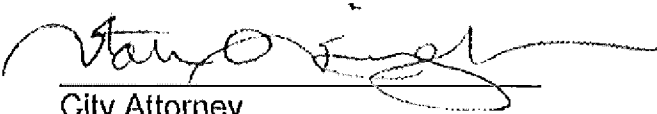
by: 
John Kirkland, Mayor Pro-Tem

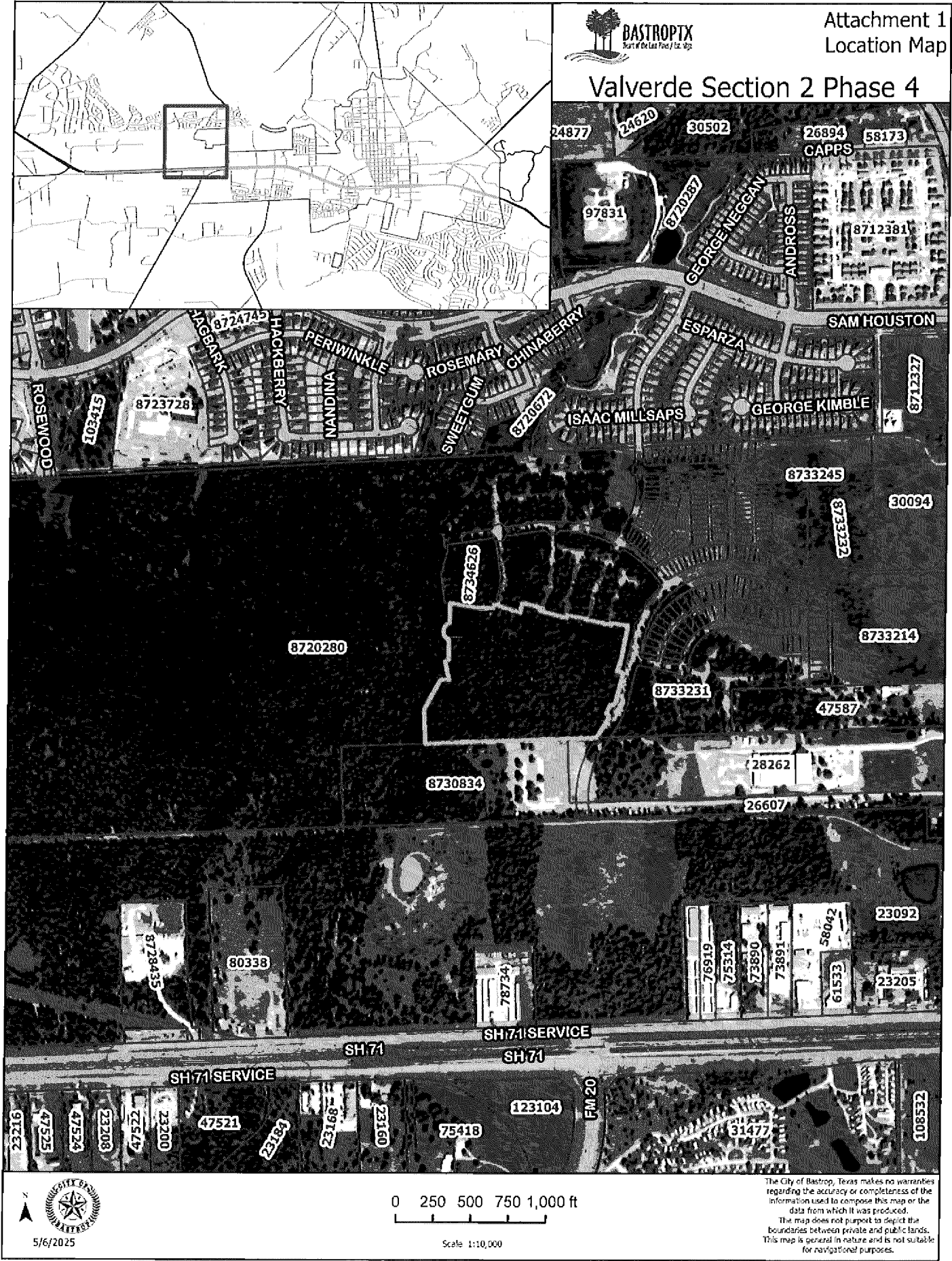
ATTEST:


Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:


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



MUNICIPAL SERVICES PLAN

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This Municipal Services Plan ("**Plan**") is created on this 13th day of May, 2025 by the City of Bastrop, Texas, a home rule municipality of the State of Texas ("**City**").

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately 23.298+/- acres of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("**Property**"); and

WHEREAS, Continental Homes of Texas, L.P. (the "**Owner**") has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (as amended, the "**Development Agreement**") and is hereby voluntarily requesting full-purpose annexation of the Property; and

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owner that sets forth services to be provided by the municipality for the properties in the affected area; and

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- 9. NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
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[The remainder of this page intentionally left blank.]

EXHIBIT B

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

A Texas home-rule municipal corporation

Attest:

By: Victoria Psencik

Name: Victoria Psencik

Title: Assistant City Secretary

By: Sylvia Carrillo

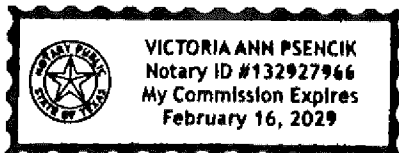
Name: Sylvia Carrillo-Trevino

Title: City Manager

THE STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on this 2nd day of June, 2025, by Sylvia Carrillo, City Manager of the City of Bastrop, Texas, a Texas home rule municipal corporation, on behalf of said corporation.



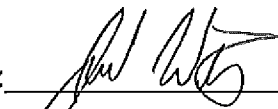
Victoria Psencik
Notary Public, State of Texas

EXHIBIT B

OWNER:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

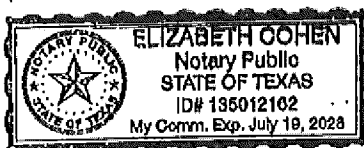
By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner


By: 
Name: Joel M Wixson
Title: Assistant Secretary

THE STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on this 3rd day of June, 2025, by Joel M. Wixson, Assistant Secretary, of CHTEX of Texas, Inc., a Delaware corporation, the general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said entities.




Notary Public, State of Texas