

**ORDINANCE NO. 2025-67**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CONCEPT SCHEME REQUEST TO REZONE THE PROJECT SITE FROM P-EC EMPLOYMENT CENTER TO PLANNED DEVELOPMENT DISTRICT (“PDD”) WITH A BASE DISTRICT OF P4 MIX, FOR THE AREA DESCRIBED AS BEING 7.398 +/- ACRES OUT OF THE STEEL YARD SUBDIVISION, LOT 3, LOCATED AT 2002 SH 95, MORE COMMONLY KNOWN AS THE CROSSINGS AT 95; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop has general authority to amend an ordinance 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,** pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217 the City Council of the City of Bastrop has general authority to regulate planning, zoning, subdivisions, trees, and the construction of buildings; and

**WHEREAS,** the City of Bastrop, Texas (City) is a Home-rule City acting under its Chapter 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 February 3, 2025, Shiva Shankar with Paradise Engineer LLC submitted a request for a zoning concept scheme to rezone the project site from P-EC Employment Center to Planned Development District (PDD) with a base district of P4 Mix; and

**WHEREAS,** the City Staff reviewed the request for the Zoning Concept Scheme and finds it to be justifiable based upon the Future Land Use designation for this property is Mixed Use Corridor Commercial, which allows multi-story mixed use development, typically with commercial on the ground floor and office or residential above and Neighborhood Residential which allows single-family residential associated with amenities; and

**WHEREAS,** the City of Bastrop Planning and Zoning Commission held a public hearing on August 28, 2025, and made a recommendation to approve this

proposed PDD ordinance with a vote 5-1; and

**WHEREAS**, the City Council has reviewed this request for zoning and finds the request to be reasonable and proper under the circumstances.

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

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

**Section 2.** The property, 7.398 acres out of the Steel Yard Subdivision, Lot 3 is rezoned from P-EC Employment Center to a PDD with a base district of P4 Mix, and a Zoning Concept Scheme is established, located at 2002 SH 95, within the City Limits of Bastrop, Texas as more particularly known as the Crossings at 95 as shown in Exhibit A.

**Section 3. 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 4. Codification.** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

**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 be effective immediately upon passage and 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 on this the 9<sup>th</sup> day of December 2025.

READ & ADOPTED on Second Reading on this the 13<sup>th</sup> day of January 2026.

APPROVED:

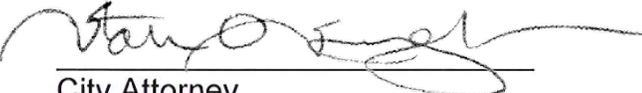
by:   
Ishmael Harris, Mayor

ATTEST:

  
Michael Muscarello, City Secretary



APPROVED AS TO FORM:

  
City Attorney

**PLANNED DEVELOPMENT DISTRICT  
CROSSINGS @ 95**

Planned Development District Agreement

between the

City of Bastrop, Texas

&

Iron Realty LLC - Bastrop, a Texas limited partnership

Approved by the Planning & Zoning Commission on:  
August 28, 2025

Approved by the City Council on:  
January 13, 2026

**THIS PLANNED DEVELOPMENT DISTRICT AGREEMENT** (this “Agreement” or the “PDD Agreement”) is entered into between the City of Bastrop, Texas, a Home-Rule municipality (“City”), and Iron Realty LLC - Bastrop, a Texas limited partnership (“Owner”), pursuant to City of Bastrop Code of Ordinances, Article \_\_. \_\_, and Planned Development Districts Ordinance, Section . (the “PDD Ordinance”), pertaining to the Property defined below.

### RECITALS

**WHEREAS**, the Owner is the owner of certain real property consisting of approximately 7.40 acres, commonly known as Crossings @ 95, located within the city limits of the City of Bastrop, in Bastrop County, Texas, and as more particularly identified and described in *Exhibit A* (the “Property”) to *Attachment “A”*; and

**WHEREAS**, the Owner intends to develop an integrated, innovative, planned development consisting of a mixed-use retail, commercial services, restaurant, multifamily, and townhomes as described herein; and

**WHEREAS**, the Property is currently zoned PEC Employment Center pursuant to Ordinance No. 2019-51-B3 Code (the “Original Zoning Ordinance”), which ordinance also grants the Property various warrants set forth therein which are also attached hereto as *Exhibit D to Attachment “A”* (the “Warrants”); and

**WHEREAS**, the Parties believe it is in the best interest of the Project to amend and replace the Original Zoning Ordinance with this PDD Agreement; and

**WHEREAS**, the Property will be developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan submitted to the City shown as *Exhibit B to Attachment “A”*; and

**WHEREAS**, the City of Bastrop Code of Ordinances, the PDD Ordinance, and this Agreement set forth the Development Standards that will be applicable to the Property, and which, with the PD Master Plan, will control development of the Property; and

**WHEREAS**, subject to public notices and public hearings, the City’s Planning and Zoning Commission reviewed and recommended approval of this Agreement; and

**WHEREAS**, the City Council reviewed this Agreement and the proposed PD Master Plan and determined that it promotes the health, safety, and general welfare of the citizens of Bastrop and complies with the intent of the PDD Ordinance.



**NOW, THEREFORE, BY THIS AGREEMENT WITNESSETH** that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

### ARTICLE I. GENERAL PROVISIONS

11. **Purpose.** The purpose of the PDD Agreement is to ensure a development that includes compatibility of land uses and allows for the adjustment of changing community demands by meeting one or more of the following criteria, namely that it:
- (a) provides for superior design of lots or buildings;
  - (b) provides for open space for public use;
  - (c) provides amenities or features that would be of special benefit to the property users or community;
  - (d) protects, preserves, or adequately mitigates for natural amenities and environmental assets such as trees, creeks, ponds, floodplains, hills, slopes, viewscapes and wildlife habitats;
  - (e) protects or preserves existing historical buildings, structures, features, or places;
  - (f) provides for an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
  - (g) meets or exceeds the present standards of the City's Code.
12. **Zoning.** The Property is designated PDD with a base district of P4 Neighborhood Mix (with Warrants) and shall be developed in accordance with the PD Master Plan, and this Agreement (including the Development Standards and Warrants). It is hereby acknowledged that regardless of the zoning category approved for the Property, the Property shall be able to be developed for a mixed-use retail & commercial services, restaurant, multifamily, and townhomes in accordance with the PD Master Plan, the Warrants, the Development Standards and the terms and conditions of this Agreement.

The development will be divided into four lots:

- (a) **Lot 1:** A one-story restaurant building.
- (b) **Lots 2 and 3:** A three-story building with the ground floor designated for mixed-use retail and commercial spaces, the second and third floors serving as an apartment complex.
- (c) **Lot 4:** Two-story townhomes.



All matters not specifically addressed in this Agreement shall be regulated by applicable sections of the Code (as hereinafter defined). If there is a conflict between this Agreement and the Code, this Agreement shall supersede the specific conflicting provisions of the Code.

13. **Development Standards Approved.** The Development Standards set out in Article II of this Agreement and listed on *Exhibit C to Attachment "A"* (the "Development Standards") are hereby approved. Owner agrees that all uses and development within the Property shall substantially conform to the PD Master Plan.
14. **Minor Changes.** Minor changes may be made to this Agreement, including the PD Master Plan, by Owner and the City Manager without action of the City Council or Planning & Zoning Commission. Such minor changes shall include, for example, but not limited to, minor adjustments to the parking layout, pedestrian connectivity layout, lot layout,

drainage ways, street and drive alignments, minor changes to any matters depicted on exhibits hereto that are intended to be substantially accurate, but approximate according to the terms hereof, minor adjustments to building footprints, building location, building size or building elevations and other adjustments that do not result in overall increases to traffic or density as set forth in the PD Master Plan and which do not otherwise frustrate the purposes of this Agreement. The City Manager may approve minor changes in writing following consultation with the City Engineer. Any dispute between the Owner and City Manager regarding whether a change is a "minor change" shall be referred to the Planning & Zoning Commission for recommendation and City Council for final approval.

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15. **Major Changes.** Any change which is not a minor change shall require a zoning amendment with recommendation by the Planning & Zoning Commission and final approval by the City Council.

16. **Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined in this Agreement, or, if capitalized and not defined herein, as defined in the City Code of Ordinances, including, without limitation, the PDD Ordinance, the Zoning Ordinance, the Sign Ordinance, and the Lighting Ordinance, as such Code exists on the effective date of this Agreement and as is modified by this Agreement.

**Agreement:** This contract between the City of Bastrop, Texas, and the Owner, including all Attachments and Exhibits, which are incorporated herein for all intents and purposes.

**City:** The City of Bastrop, Texas, an incorporated Home-Rule municipality located in Bastrop County, Texas.

**City Manager:** The chief administrative officer of the City of Bastrop, Texas. The term shall also include the Deputy City Manager.

**City Council:** The governing body of the City.

**City Engineer:** The engineer of the City.

**City Permit:** A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation or rule in order to develop, construct and operate the improvements on the Property.

**Code:** The City's Code of Ordinances, including, without limitation, and the PDD Ordinance, as such Code exists on the Effective Date of this Agreement and as is modified by this Agreement.

**Development Standards:** As defined in Section 1.3.

**Effective Date:** The Effective Date of this Agreement shall be the date of full execution by both Parties.

**HWY 95 Improvements:** As defined in Section 2.3.4.

**Linden Street Improvements (Public Improvements Plan):** As defined in Section 2.3.3.

**Owner:** Iron Realty LLC - Bastrop, a Texas limited liability company, and any subsequent owner(s).

**Original Zoning Ordinance:** As defined in the Recitals.

**PD Master Plan:** The Planned Development (“PD”) Master Plan submitted to the City by the Owner and attached hereto as *Exhibit B to Attachment “A”*.

**Project:** A planned development on the Property consisting of mixed-use retail & commercial services, restaurant, multifamily, and townhomes, together with a reciprocal access driveway, parking areas, open spaces, and utilities as described in this Agreement and the PD Master Plan.

**Property:** As defined in the Recitals.

**Retail:** The sale of goods to the public, usually in stores, for use or consumption by the ultimate consumer. Retail shall not include the operation of outdoor storage (except as an accessory use), automotive sales, automotive services (except as an accessory use), warehousing (except as an accessory use), ministorage, call centers, or multifamily residences.

**TIA:** Shall mean the Traffic Impact Analysis

**Warrants:** As defined in the Recitals.

## ARTICLE II. PD MASTER PLAN

- 2.1 Development Standards.** The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 Neighborhood Mix place type of the B3 Code. However, all building types shall be allowed 4 stories in height, (as generally shown on *Exhibit B to Attachment “A”*), with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.
- 2.2 Civic Space.** This PDD shall include privately owned & maintained civic space that shall be accessible to the public as generally shown in *Exhibit B to Attachment “A”*. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

**2.2.1 Alternatives.** Upon written request by Owner or Owner’s agent to the City for approval of such an alternative, the City Manager may, in the exercise of the City Manager’s discretion, administratively approve alternatives to the foregoing building and architectural elements otherwise applicable to the Project. To be approved administratively, the proposed alternatives must substantially comply with the foregoing building and architectural elements and must be designed to result in increased aesthetic appeal. A copy or memorandum of any such alternatives, whether

approved administratively or by Council, shall be placed in the public record and shall run with the land.

**2.22 Building Separation.** Notwithstanding any other provision of the Code, the minimum separation distance between buildings on the Property may equal the minimum separation distance necessary to satisfy the applicable building and fire codes, including zero separation buildings that meet said Code requirements.

**2.3 Access.**



**2.3.1 Traffic Impact Analysis.** The TIA has been waived by TxDOT in lieu of the development of improvements to HWY 95, as shown in **Exhibit F of Attachment 'A'**.

(a) A traffic report was provided by the Goodman Corp upon City Council Request

**2.3.2 Access Easements.** The Property will be covered by a Reciprocal Access Easement Agreement, which will be recorded in the Official Public Records of Bastrop County, Texas.

**2.3.3 Linden Street Improvements (Public Improvement Construction Plans).**

The offsite improvements to Linden Street have been divided into sections A, B, and C, as detailed in **Exhibits B of Attachment A**.

- **Section A:**

Includes approximately 800 LF of improvements within the existing Linden Street. The Owner agrees to fund and construct the necessary improvements to bring the roadway to a total width of 26 feet, as shown in the PD Master Plan. The improvements will include milling & overlaying ½” of the entire road section.



- **Section B:**

Includes a new section of Linden Street which goes through the existing ROW, approximately 235 LF, the Owner agrees to fund and construct entire roadway to a total width of 26 feet, as shown in the PD Master Plan. Cost estimates are provided in **Exhibit B**.

- **Section C:**

Includes a new section of Linden Street, approximately 150-LF, crossing city-owned property to be established as a new ROW. The property ID is 71475. the Owner agrees to fund and construct entire roadway to a total width of 26 feet, as shown in the PD Master Plan. Cost estimates are provided in **Exhibit B**.

To assist in the construction of the Traffic Improvements, the City will make available, at no cost to Owner, the right to use any rights of way or easements held by the City. If offsite easements are required and Owner is unable to obtain all required offsite easements, upon written request and documentation of a good faith effort, the City may consider using its powers of eminent domain to assist with

easement/right of way acquisition.

The driveway connection from Liden Street to Highway 95 will be funded and constructed by the City of Bastrop. All offsite improvements along Highway 95 associated with this driveway connection will also be completed by the City.

**2.3.4 HWY 95 Improvements.** The Owner agrees to coordinate with the Texas Department of Transportation (TxDOT) for the proposed improvements to HWY 95. These improvements will be outlined in detail in *Exhibit F of Attachment "A"*. The Owner will ensure that all work complies with TxDOT standards and will obtain any necessary permits or agreements prior to the commencement of construction. The scope of these improvements will be subject to TxDOT review and approval to meet all state and local requirements. TxDOT permitting will be required before recordation of the Final Plat.



**2.4 Property Phasing or Scheduling.** The Project may be developed in phases. Individual lots or pads may be developed as they are required by their end uses. Lots may not be built on until public wastewater, water, drainage and street infrastructure becomes available to all of the lots. If project is developed in phases, a phasing plan will be required for permitting with the City.

**2.5 Impervious Cover.** There shall be a total of no more than 72% impervious cover on the Property as a whole, impervious cover may be averaged over the entire Property allowing some lots increased impervious cover offset by lots with lesser impervious cover. As part of the development, rainwater harvesting tanks will be incorporated to the greatest extent possible during the site plan phase.



Each lot within the subdivision will have the following lot coverage:

LOTS	SF	IMP	Percent IMP
1	25,901.79	20,721.43	80%
2	69,653.44	62,688.10	90%
3	90,293.92	63,205.74	70%
4	136,410.48	83,210.39	61%

**2.6 Easements.** All lots will be granted an irrevocable easement along one or more shared access easements. These terms will be included in the Reciprocal Access Easement Agreement covering the Property.

**2.7 Development Plan & Construction.**

**2.7.1** The City hereby determines that the PD Master Plan shall become non-effective if the Owner does not commence construction of the initial phase of the Project within five (5) years after the Effective Date. Once construction commences, the PD Master Plan shall be effective indefinitely.

**2.7.2** In any event, the PD Master Plan shall remain in effect for at least five (5) years unless Owner sooner requests that it be replaced or terminated.

**2.8 Fees.** Owner shall pay the City's standard application, review and development fees, as set

out in the City's Fee Schedule Ordinance in effect as of the Effective Date. The City's consultant costs directly and exclusively related to this Agreement shall be reimbursed by the Owner to the City.

- 2.9 Tree Mitigation.** The Owner and Developer shall fully comply with the City of Bastrop tree preservation and mitigation requirements in B3 Code and the B3 Technical Manual Plant List, and shall at the Owner's sole cost provide a tree survey and tree protection and mitigation plan with site development submittals, obtain all required approvals before land disturbance, install and maintain protection at critical root zones, avoid utility and grading impacts to protected and heritage trees, and for any City approved removal of a protected or heritage tree provide mitigation by replanting required caliper inches using approved species or by paying the applicable mitigation fee.

### ARTICLE III. UTILITY CAPACITY

The City hereby warrants and represents that the City commits to provide water and wastewater service to the Property, subject to execution of a separate utility agreement between Owner and the City. Furthermore, all water and wastewater utility infrastructure shall be constructed and operated in compliance with said separate utility agreement between Owner and the City.

- 3.1 Wastewater Extension:** The Owner agrees to fund the offsite improvements required for the construction of the wastewater line to Hawthorne Street as shown in *Exhibit G of Attachment "A"*.

The City agrees to grant the Owner the necessary rights to extend the wastewater line through the City's right-of-way (ROW) and easements at no cost to the Owner. These extensions will be carried out in accordance with the City's standards and requirements, and the Owner will coordinate closely with the City to ensure proper installation. Upon completion, the City will assume ownership and maintenance responsibilities for the wastewater line.

### ARTICLE IV. APPLICABLE RULES & REGULATIONS

- 4.1 Intent.** The parties intend that this Agreement authorize certain Property uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration. It is the intent of the City and Owner that these vested development rights include the character of land uses and the development of the Property in accordance with the standards and criteria set forth in this Agreement and the Code, as modified in accordance with the exceptions set forth in this Agreement.
- 4.2 Applicable Rules.** Each application for a City Permit including a Site Plan, that may be filed with the City for the Project, shall comply with, and shall be reviewed, processed and approved, only in accordance with the terms of the ordinances that were in enacted on or before the Effective Date, except as modified by this Agreement, subject to the exceptions set forth below. The provisions of this Section shall not apply to the following types of City ordinances, rules, and regulations:
- (a) International building, fire electrical, plumbing, or mechanical codes of the type typically found in the City Code;

- (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described in **Article III** of this Agreement); and
- (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons.

Permit applications subject to (a), (b) and (c) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

#### **4.3. Owner's Right to Continue Development.**

**4.3.1** In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose:

- (a) any moratorium on building or development within the Property; or
- (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property.

**4.3.2** The preceding subsection does not apply to any temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to public health or safety, provided that such moratorium will continue only during the duration of the emergency.

**4.4 Approvals.** The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in a timely manner and otherwise in accordance with the Code, as modified by this Agreement.

**4.3.3** Construction plans consistent with the Code, as modified by this Agreement can be approved prior to approval of final plat. However, construction will not be allowed until the plat has been recorded.

**4.3.4** The approval of the preliminary plat of all or a portion of the Property shall expire twenty-four (24) months after the City's approval unless:

- 1. A corresponding final plat on the Property (or a portion of the Property) approved on the preliminary plat is filed; or
- 2. An extension is granted by the City.



**4.5 No Regulation Plan.** The platting process for the Property shall not include a Neighborhood Regulation Plan because it is not necessary for this type of development.

#### **4.6 Site Development Plan Review**

A. **Purpose.** This section establishes a site plan review process for the Property. The purpose of the review is to ensure efficient and safe land development, harmonious use of land, compliance with appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and

services.

- B. **Applicability.** Site plan review and approval shall be required for new construction or the significant enlargement or alteration of any exterior dimension of any building, structure, or improvement within the Property.

As used in this section, the term "improvements" shall also include alterations made to land only, such as paving, filling, clearing, or excavating. As used in this section, the term "significant enlargement or alteration" shall mean the construction of structures, or the alteration of land, if such construction or alteration impacts or potentially affects other existing or future land uses, including those on adjacent or nearby land.

The City Manager shall make the initial determination of whether a proposed development, construction, enlargement, or improvement requires a site plan or not.

The site development plan must be prepared by a licensed and registered professional land surveyor, and/or a licensed professional engineer.

No building permit shall be issued for any of the above developments unless a site plan is first approved by the City. No certificate of occupancy shall be issued unless all construction and development conforms to the site plan as approved by the City. A public hearing on a site plan is not required. The fee for a site plan will be determined by the City Manager.

- C. **Site Plan Details.** The site plan shall contain sufficient information relative to site design considerations, including but not limited to the following:
1. Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s),
  2. Required front, side and rear setbacks from property lines,
  3. Existing or proposed easements or right-of-way, within or abutting the lot where development is being proposed,
  4. The dimensions of any street, sidewalk, alley or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the site plan,
  5. On and off-site circulation (including truck loading and pickup areas) and fire lanes,
  6. Required parking with dimensions given for layout.
  7. Topography,
  8. Grading,
  9. Landscaping design,
  10. The location and size of existing public water and wastewater lines, fire hydrants and manholes available to service the-proposed development; or, if public service is unavailable, the location and size of existing private on site water and wastewater facilities; and any proposed water and wastewater lines, fire hydrants and manholes required to serve the project,
  11. Location of screening with dimensions and material used,
  12. Engineering for streets and utilities,
  13. The location of the 100-year flood plan on the proposed development site, if

- any,
14. Calculations, prepared by a licensed professional engineer, showing the storm water flow (e.g., rate, velocity, location) before and after the proposed construction. Calculations must take into account storm water that currently enters and exits the site,
  15. Building elevations,
  16. The location and ownership of adjacent properties,
  17. If it is the intent to use groundwater under the land, a licensed engineer registered to practice in Texas must certify that adequate groundwater is available to serve the development, and
  18. Location of dumpster(s) and screening for dumpster(s).

Provision of the above items shall conform to the principles and standards set forth in this Agreement.

- D. **Principles and standards for site plan review.** The City staff shall review the site plan for compliance with all applicable ordinances (as modified by this Agreement).

Based upon its review, the staff may approve, conditionally approve, request modifications, or deny the site plan based on evaluation of the site plan details with respect to the site plan's compliance with all provisions of this PDD Ordinance, and other ordinances of the City of Bastrop including but not limited to off-street parking and loading, lighting, open space, and the generation of objectionable smoke, flames, noise, odors, dust, glare, vibration, or heat, as such ordinances have been modified by this Agreement (including the Warrants and Development Standards).

#### 4.7. Approval Process.

- A. The Director of Planning and Development, or designee, shall review and approve, approve with conditions, or deny all site plans except for PD, CUP or other districts requiring public hearings. Any decision on a site plan with which the applicant disagrees may be appealed to the Planning and Zoning Commission as set forth in (4.10.B) below.
- B. The City staff shall place the site plan on the regular agenda of the Planning and Zoning Commission within thirty (30) days after the request for appeal. If recommended for approval by the Planning and Zoning Commission, the site plan shall be deemed approved by the City. If the site plan is recommended for denial by the Planning and Zoning Commission, the applicant must request the site plan be placed on the City Council's agenda within ten (10) days from the date the appeal was denied by the Planning and Zoning Commission. The City Council shall have final approval or disapproval on all site plans which are appealed.
- C. If development of a lot with an approved site plan has not commenced within five years of the date of final approval of the site plan, the site plan shall be deemed to have expired. Said review and approval shall be evaluated according to the standards above, taking in to account all changes to applicable ordinances which have occurred subsequent to the prior approval of the site plan.
- D. It is recognized that final architectural and engineering design may necessitate minor

changes in the approved site plan. In such cases, the Director of Planning and Development and City Engineer shall have the authority to approve minor modifications of an approved site plan, provided that such modifications do not materially change the circulation and building location on the site, or any conditions specifically attached as part of a City Council approval.

## **ARTICLE V. TERM, ASSIGNMENT & AMENDMENT**

**51 Term.** The term of this Agreement will commence on the Effective Date (as defined below) and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Owner. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns of Owner that construct the improvements on the Property contemplated hereunder.

**52 Amendment by Agreement.** This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current owner of the Property. In the event that the Property shall be owned by more than one owner, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the owners of sixty (60%) of the land area of the Property; provided, however, that so long as Owner has an ownership interest in the Property, it shall be required to join in any cancellation, change, amendment or modification of this Agreement.

**53 Assignment.**

**53.1** This Agreement shall run with the land. All the Owners and all future owners of all or any portion of the Property, including, without limitation, any affiliates of Owners to which all or any portion of the Property is conveyed and contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without further action by the City; provided, however, that this Agreement may be amended as otherwise set forth herein.

**53.2** If Owner assigns its rights and obligations as to a portion of the Property, then the rights and obligations of an assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's project, which performing Owner may also pursue remedies against the nonperforming Owner.

**53.3** Upon sale, transfer or conveyance of all or portions hereinafter described Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion herein), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new owner, and the transferring Owner shall have no further liability relating to such transferred Property.

**5.3.4** The sale, transfer or conveyance of all or portions of the hereinafter described Property by the Owner shall include restrictive covenants that subject the conveyed portions to the terms of this Agreement.

**5.3.5** This Agreement touches and concerns the Property and runs with the land.

## **54 Cooperation**

**5.4.1** The City and Owner shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including, but not limited to the execution of such further documents as may be reasonably required.

**5.4.2** The City agrees to cooperate with Owner, at Owner's expense, in connection with any waivers, permits or approvals Owner may need or desire from Bastrop County, the Texas Commission on Environmental Quality, the Texas Department of Transportation, or any other regulatory authority in order to develop the Project in accordance herewith.

**5.4.3** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any other actions taken hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. Each party agrees to pay its own legal fees in connection with any such third party claim.

## **ARTICLE VI. MISCELLANEOUS PROVISIONS**

**6.1 Necessary Documents & Actions.** Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.

**6.2 Severability.** In case one or more provisions contained herein are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**6.3 Applicable Law.** This Agreement shall be construed under and in accordance with the laws of The State of Texas.

**6.4 Venue.** All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.

**6.5 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits, or remedies under or by reason of this Agreement.

**6.6 Duplicate Originals.** This Agreement may be executed in duplicate original, each of equal dignity.

**6.7 Notices.** Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

**Owner:**

Iron Realty LLC - Bastrop  
901 Marly Way  
Austin, Texas 78733  
Attn: Dr. Pavan Karnati

**City of Bastrop:**

City of Bastrop, Texas  
1311 Chestnut Street  
Bastrop, Texas 78602  
Attn: City Secretary

**6.8 Effective Date.** This Agreement shall be effective from and after the date of due execution hereof by all parties.

**6.9 Binding Effect.** This Agreement and the PD Master Plan bind and benefit the Owner and its successors and assigns.

**6.10 List of Exhibits.** The following attachments and exhibits are attached hereto and incorporated into this Agreement for all intents and purposes.

**6.11 Force Majeure.** Owner and the City agree that the obligations of each party shall be subject to force majeure events such as unavailability of materials, labor shortages, natural calamity, fire or strike.

**6.12 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of all or a portion of the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

*Attachment "A"*



- Exhibit A.....Property Legal Description
- Exhibit B .....PD Master Plan & Proposed Lot Subdivision
- Exhibit C .....Architectural Renderings
- Exhibit D.....Warrants
- Exhibit E .....Linden Street Improvements by City
- Exhibit F.....HWY 95 Improvements
- Exhibit G.....Offsite Wastewater Improvements
- Exhibit H.....Form of Completion Agreement

*[Signatures on following page.]*

**THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT :**

**CITY OF BASTROP, TEXAS:**

by:   
\_\_\_\_\_, Mayor

Feb 20, 2026  
\_\_\_\_\_  
Date of Execution

**Iron Realty LLC - Bastrop**

by:   
\_\_\_\_\_  
Dr. Pavan Karnati, Manager

02/09/26  
\_\_\_\_\_  
Date of Execution

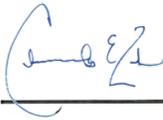
**ATTEST:**

by:   
\_\_\_\_\_, City Secretary

**ATTEST:**

by: \_\_\_\_\_

**APPROVED AS TO FORM:**

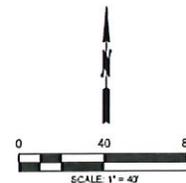
by:   
\_\_\_\_\_, Attorney for  
City of Bastrop, Texas

*ATTACHMENT "A"*

*EXHIBIT "A"*

*PROPERTY LEGAL DESCRIPTION*

**TOPOGRAPHIC & TREE SURVEY**  
 OF 7.398 ACRES  
 LOT 3  
 STEEL YARD SUBDIVISION  
 CABINET 2, PAGE 358A  
 DOCUMENT NO. 202125841  
 OFFICIAL PUBLIC RECORDS OF  
 BASTROP COUNTY, TEXAS



**BEARING BASIS**  
 TEXAS STATE PLATE COORDINATE SYSTEM  
 GRID NORTH CENTRAL ZONE (4203) NAD 83  
 DISTANCES IN US SURVEY FEET (SFD)  
 ELEVATION DATA NAVD 83 GCGO 12B

**LEGEND**

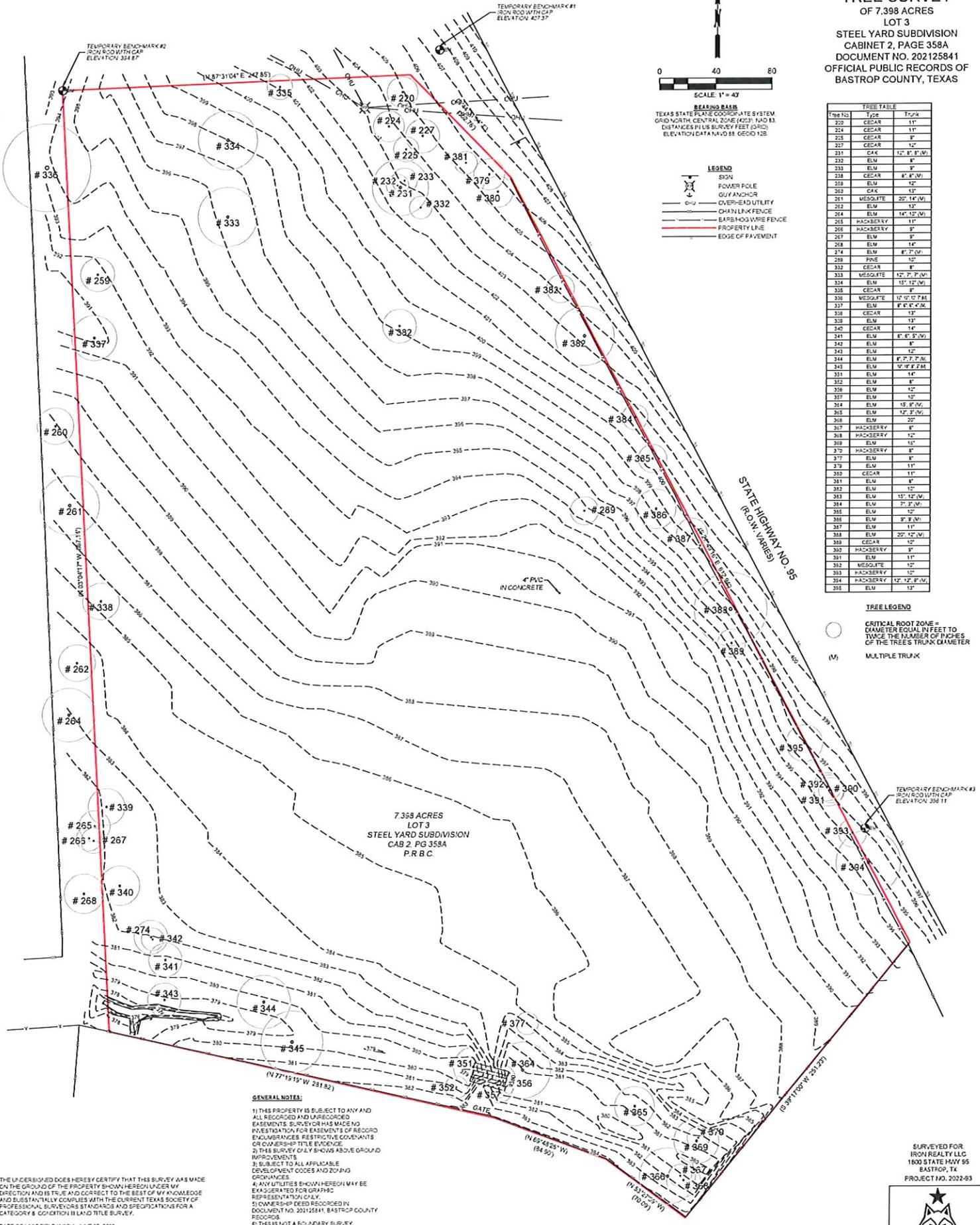
- BSM POWER POLE
- OA OVERHEAD UTILITY
- DLK OVERHEAD UTILITY
- ELK EARTHROD WIRE FENCE
- PLC 4" PVC IN CONCRETE
- PL PROPERTY LINE
- EP EDGE OF PAVEMENT

Tree No.	Type	Trunk
222	CEGAR	11"
224	CEGAR	11"
225	CEGAR	8"
227	CEGAR	12"
231	CAK	12", 8", (M)
232	ELM	8"
233	ELM	8"
238	CEGAR	8", 8", (M)
250	ELM	12"
263	CAK	13"
264	MEGOUTE	20", 14", (M)
265	ELM	12"
264	ELM	14", 12", (M)
265	HACKBERRY	11"
266	HACKBERRY	8"
267	ELM	8"
268	ELM	14"
274	ELM	8", 7", (M)
289	POE	12"
332	CEGAR	8"
333	MEGOUTE	12", 7", (M)
334	ELM	15", 12", (M)
335	CEGAR	8"
336	MEGOUTE	17", 12", (M)
337	ELM	8", 8", 4", (M)
338	CEGAR	12"
339	ELM	13"
340	CEGAR	14"
341	ELM	8", 8", 8", (M)
342	ELM	12"
343	ELM	12"
344	ELM	8", 7", 7", (M)
345	ELM	12", 12", (M)
351	ELM	14"
352	ELM	8"
358	ELM	12"
357	ELM	12"
364	ELM	15", 8", (M)
365	ELM	12", 8", (M)
366	ELM	20"
367	HACKBERRY	20"
368	HACKBERRY	12"
369	ELM	14"
370	HACKBERRY	8"
377	ELM	8"
379	ELM	11"
380	CEGAR	11"
381	ELM	8"
382	ELM	12"
383	ELM	15", 12", (M)
384	ELM	7", 3", (M)
385	ELM	8"
386	ELM	8", 8", (M)
387	ELM	11"
388	ELM	22", 12", (M)
389	CEGAR	12"
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**TREE LEGEND**

○ CRITICAL ROOT ZONE = DIAMETER EQUAL IN FEET TO TWICE THE NUMBER OF INCHES OF THE TREE'S TRUNK DIAMETER

(M) MULTIPLE TRUNK



**GENERAL NOTES:**

- 1) THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS. SURVEYOR HAS MADE NO INVESTIGATION FOR EASEMENTS OF RECORD ENCUMBRANCES RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE.
- 2) THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
- 3) SUBJECT TO ALL APPLICABLE DEVELOPMENT CODES AND ZONING ORDINANCES.
- 4) ANY UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY.
- 5) OWNERSHIP DEED RECORDED IN DOCUMENT NO. 202125841, BASTROP COUNTY RECORDS.
- 6) THIS IS NOT A BOUNDARY SURVEY.

**FLOOD INFORMATION**

PER WWW.FEMA.GOV, THIS PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY HAS FOUND MAP NUMBER 4801120225E, DATED 2/13/2006.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY B CONDITION III LAND TITLE SURVEY.

DATE OF LAST FIELD WORK: JUNE 28, 2022

MATTHEW LEE TAYLOR R.P.L.S. NO. 6848 1207/2024  
 FRM NO. 19134/23

DRAWN BY: M.T. FIELD CREW JSUT  
 REVISION #



SURVEYED FOR  
 IRON REALTY LLC  
 1600 STATE HWY 95  
 BASTROP, TX  
 PROJECT NO. 2022-03



***ATTACHMENT "A"***

***EXHIBIT "B"***

***PD MASTER PLAN & PROPOSED LOT SUBDIVISION***



<u>SITE DATA TABLE</u>	
PROJECT NAME:	IRON REALTY BASTROP DEVELOPMENT
PROPERTY ID:	48066
PROPOSED USE:	MIXED USE DEVELOPMENT
AREA OF TRACT:	7.40 AC.
BUILDINGS:	<p><u>RESTAURANT:</u> 4,000 SF</p> <p><u>TOWNHOUSES:</u> 30 UNITS (3 BR EACH) TOTAL = 90 BR</p> <p><u>RETAIL:</u> 1ST FLOOR 24,000-SF RETAIL</p> <p><u>APARTMENTS:</u> 2ND &amp; 3RD FLOOR 34 APARTMENT UNITS (8-1BR) (26-2BR) TOTAL - 60 BR</p>
VEHICULAR PARKING SUMMARY:	<p>RETAIL - 1 SPACE/250-SF = 96 SPACES            RESTAURANT - 1 SPACE/200-SF = 20 SPACES            APARTMENTS - 1 SPACE/BEDROOM = 60 SPACES</p> <p>REQUIRED: 176 SPACES            PROVIDED: 177 SPACES</p> <p>TOWNHOUSES: - 1SPACE/BEDROOM = 90 SPACES            PROVIDED: 90 SPACES (GARAGE + DRIVEWAY)</p>

*ATTACHMENT "A"*

*EXHIBIT "C"*

*ARCHITECTURAL RENDERINGS*





## View 1 - Program

IRON REALTY BASTROP  
HIGHWAY 95, PROPERTY ID 48066  
BASTROP, TX 78802

COLLAB<sup>x</sup>  
STUDIO



## View 2 - Program

IRON REALTY BASTROP  
HIGHWAY 95, PROPERTY ID 48066  
BASTROP, TX 78602

COLLAB<sup>x</sup>  
STUDIO

Architecture © 2018/2020-04/08 F111-05/06 0003/04/FF/2024



## Exterior Rendering

IRON REALTY BASTROP  
HIGHWAY 95, PROPERTY ID 48069  
BASTROP, TX 78802

COLLAB<sup>x</sup>  
STUDIO

Architecture © 2018 F111-81E-0303A-FFCA



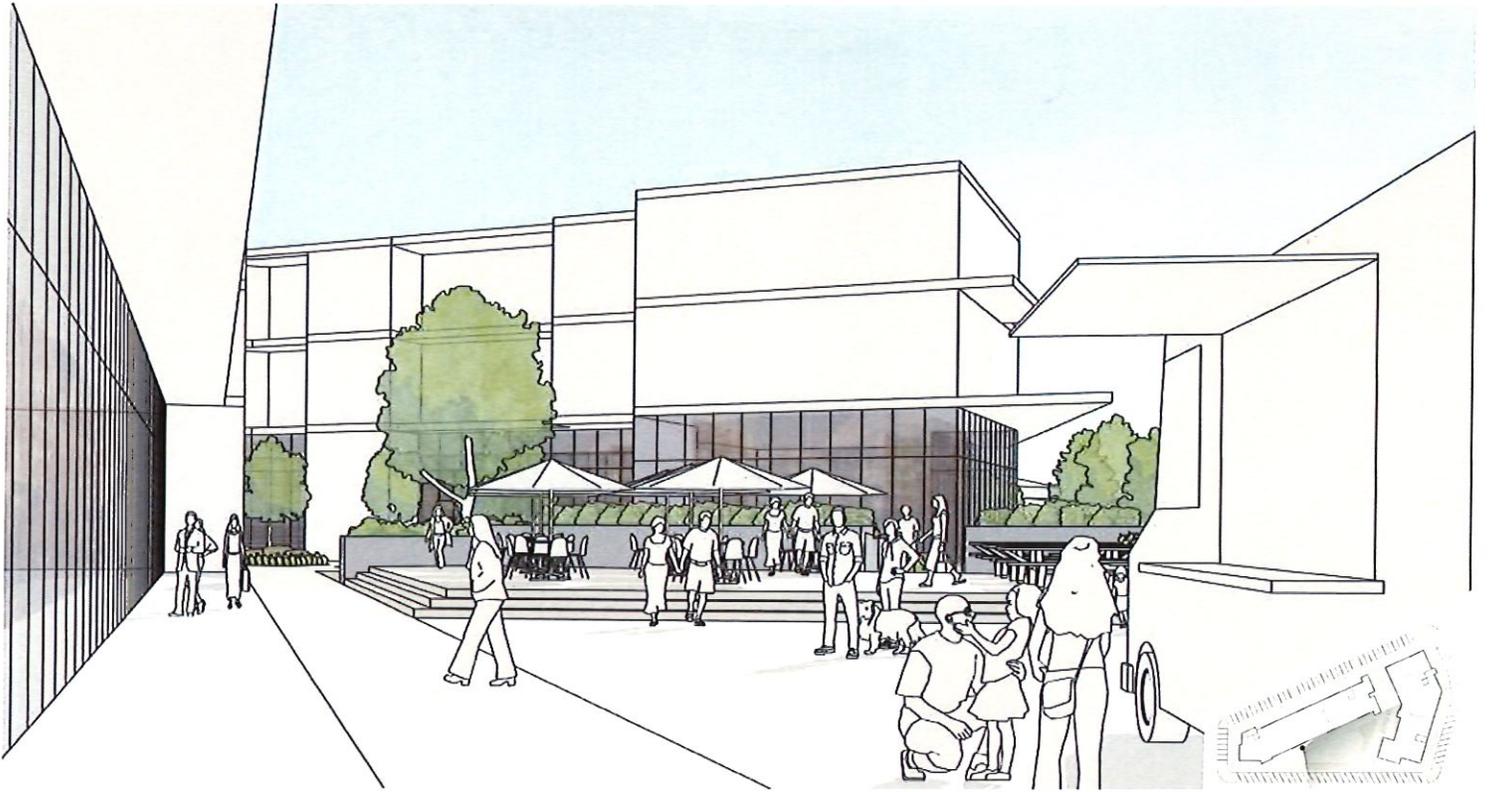
## Exterior Rendering

IRON REALTY BASTROP  
HIGHWAY 95, PROPERTY ID 48066  
BASTROP, TX 78602

COLLAB<sup>x</sup>  
STUDIO



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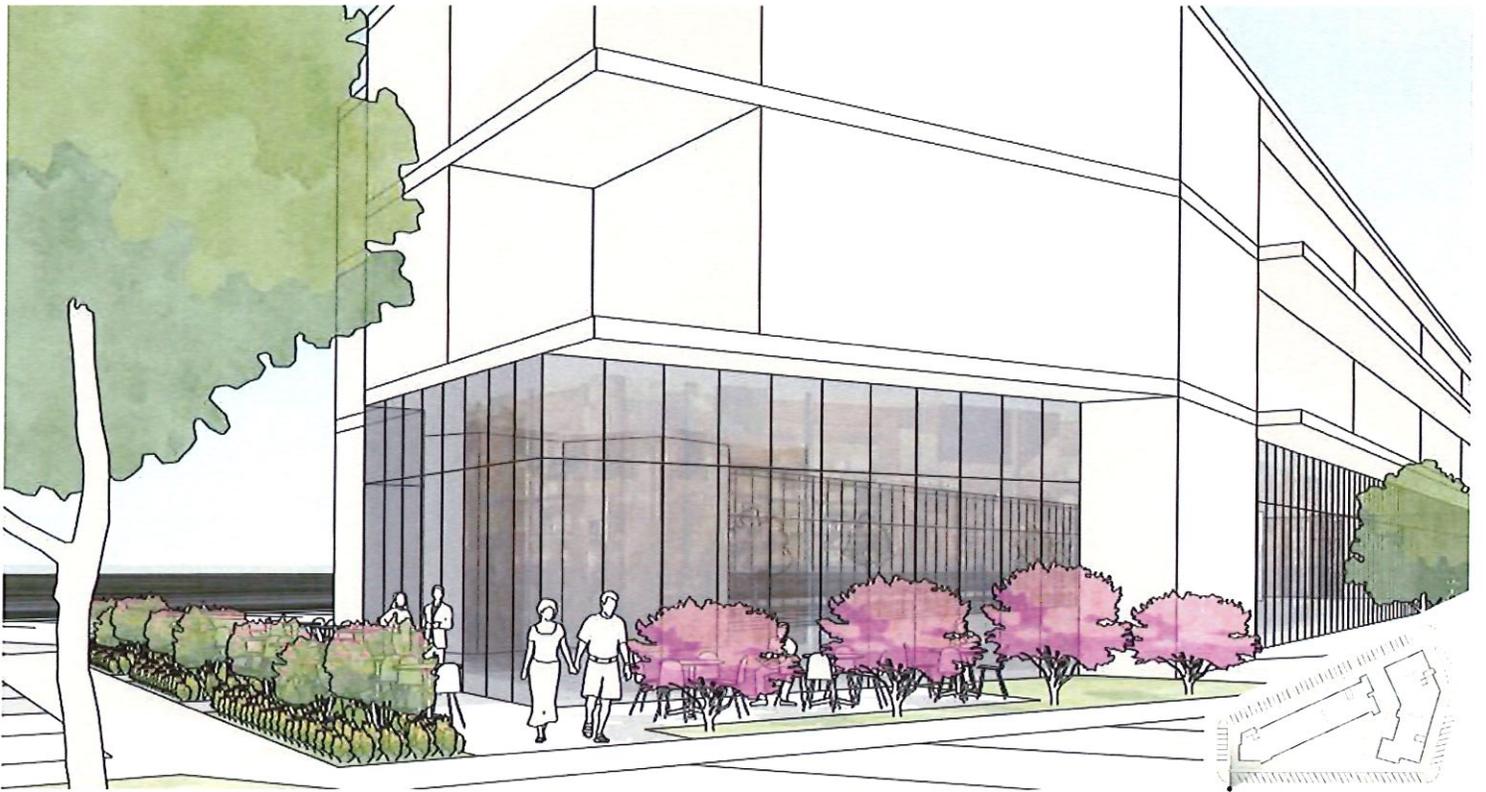


## Exterior Rendering

IRON REALTY BASTROP  
HIGHWAY 95, PROPERTY ID 48069  
BASTROP, TX 78602

COLLAB<sup>x</sup>  
STUDIO

Author: [unreadable]



# Exterior Rendering

IRON REALTY BASTROP  
HIGHWAY 95, PROPERTY ID 48068  
BASTROP, TX 78802



*ATTACHMENT "A"*

*EXHIBIT "D"*

*WARRANTS*

B3 Code Section	Description	Proposed Alternative
3.2.008 Sidewalks	Min. 5' sidewalks on both sides of street or one 10' sidewalk on side of street	Due to the minimum right-of-way for Liden Street, no additional sidewalk is required for the existing section of Liden Street (Section 2.3.3 A).  And a 5-foot sidewalk is required only on the south side of the new portion of Liden Street (Sections 2.3.3 B and C).
6.3.005(b) (3)	For Corner Lots, driveways must be located in the Secondary Frontage	Two Connections provided @ Linden & HWY 95
6.3.006(b) (2a)	Minimum parking space as measuring ten feet by twenty feet (10' x 20').	Minimum parking space will be measured at nine feet by eighteen feet (9' x 18').
6.3.006(b) (8)	Requires all parking to be screened either by buildings or other screening material	Not Required
6.3.008(d)	Max first floor story of a commercial building cannot exceed 25' from floor to ceiling	Maximum ceiling heights shall be up to 35'.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Per section 2.5
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.

*ATTACHMENT "A"*

*EXHIBIT "E"*

*LINDEN STREET IMPROVEMENTS*

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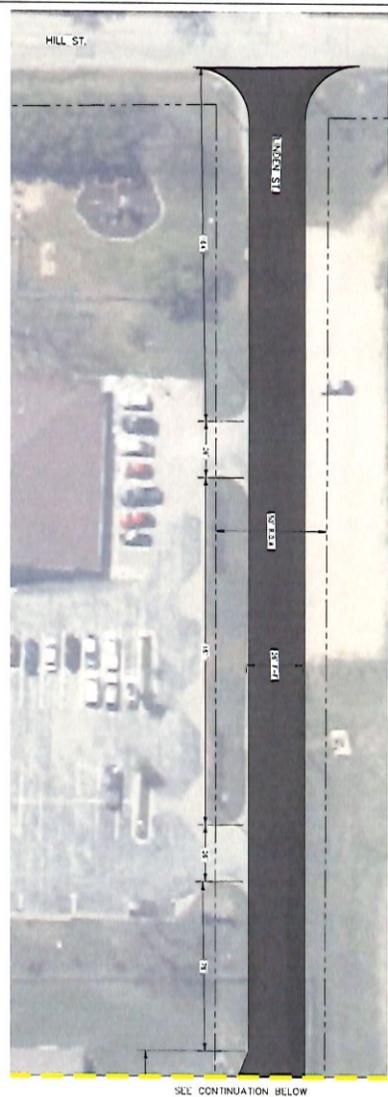
2 OF 4  
 SHEET

DATE	BY	CHK
11/15/18	JL	JL

**EXHIBIT E - LINDEN STREET IMPROVEMENTS**

CROSSINGS @ 95  
 PROPERTY ID: 48006  
 CITY OF BASTROP, TX

NO	DESCRIPTION	DATE
1	17th DRAFT SUBMITTAL TO CLIENT - LINDEN ST. IMPROVEMENTS	DEC 06, 18
2	18th DRAFT SUBMITTAL - P100	AUG 07, 19
3	19th DRAFT SUBMITTAL - P100	JUN 12, 20
4	19th DRAFT SUBMITTAL - P100	SEP 16, 20
5	19th DRAFT SUBMITTAL - P100	JUN 2, 21
6	19th DRAFT SUBMITTAL - P100	JUN 2, 21



SEE CONTINUATION BELOW



1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
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***ATTACHMENT "A"***  
***EXHIBIT "F"***  
***HWY 95 IMPROVEMENTS***

24/10/2024 10:58 AM



**EXHIBIT F - HWY 95 IMPROVEMENTS**

CROSSINGS @ 95  
 PROPERTY ID: 48066  
 CITY OF BASTROP, TX

**REVISIONS**

REVISION	DESCRIPTION	DATE
6	7TH DRAFT SUBMITTAL TO CLIENT LINDSEY AT IMPROVEMENTS	OCT 08 24
7	8TH DRAFT SUBMITTAL - PWD	MAY 07 25
8	9TH DRAFT SUBMITTAL - PWD	MAY 22 25
9	10TH DRAFT SUBMITTAL - PWD	SEP 16 25
10	11TH DRAFT SUBMITTAL - PWD	JAN 7 26
11	12TH DRAFT SUBMITTAL - PWD	JAN 9 26

3 OF 4



***ATTACHMENT "A"***

***EXHIBIT "G"***

***OFFSITE WASTEWATER LINE IMPROVEMENTS***



*ATTACHMENT "A"*

*EXHIBIT "H"*

*FORM OF COMPLETION AGREEMENT*