

RESOLUTION NO. R-2026-30

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A TRI-PARTY AGREEMENT FOR THE IRONWOOD SUBDIVISION, WITH BASTROP COUNTY, THE CITY OF BASTROP, WB BASTROP LAND, LLC, AND W LAND DEVELOPMENT MANAGEMENT, LLC; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

WHEREAS, WB BASTROP LAND, LLC, a Texas limited liability company ("Landowner"), W LAND DEVELOPMENT MANAGEMENT LLC, a Texas limited liability company (the "Developer") are developing approximately 289.249 acres (the "Property") as a mixed-use master planned community (the "Development") in the City's extraterritorial jurisdiction; and

WHEREAS, the City of Bastrop has entered into a Development Agreement (Resolution No. R-2025-69) with WB BASTROP LAND, LLC, a Texas limited liability company ("Landowner"), W LAND DEVELOPMENT MANAGEMENT LLC, a Texas limited liability company (the "Developer"); and

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

WHEREAS, the Property is intended to be included within the boundaries of a municipal utility district to be known as Bastrop County Municipal Utility District No. 5 (or next available numerical designation); and

WHEREAS, the Parties desire to clarify which entity regulates certain aspects of development within the Development; and

WHEREAS, the Parties acknowledge and agree that the County and the City are parties to that certain Interlocal Agreement for Subdivision Plat Regulation in Bastrop County and the City of Bastrop's Extraterritorial Jurisdiction (Resolution No R-2023-33) (the "1445 Agreement"); and

WHEREAS, the Parties further acknowledge and agree that this Agreement is required pursuant to Section 4.2.2, which requires a tri-party agreement between the City, County, and a subdivision developer, where such subdivision is located within the City's voluntary extraterritorial jurisdiction ("Area V") and is intended to be included within a "Special Utility District", and the Parties agree that this Agreement satisfies such requirement; and

WHEREAS, the Bastrop City Council has determined that the changes recommended are in the best interest of the City and its citizens and should be adopted.

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

Section 1: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2: The City Council approves and authorizes the execution of the Tri-party Agreement for the Ironwood Subdivision attached hereto as **Exhibit "A"**, on behalf of the City.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signature Page to Follow]

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas,
on this, the 10th day of March 2026.

APPROVED:

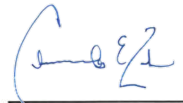
by: 
Ishmael Harris, Mayor

ATTEST:


Michael Muscerello, City Secretary



APPROVED AS TO FORM:


City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.

EXHIBIT A

TRI-PARTY AGREEMENT RELATED TO THE IRONWOOD SUBDIVISION

THIS TRI-PARTY AGREEMENT (the "Agreement") is made and entered into by and between THE CITY OF BASTROP, a political subdivision of the State of Texas (the "City"), BASTROP COUNTY, a political subdivision of the State of Texas (the "County"), and WB BASTROP LAND, LLC, a Texas limited liability company ("Landowner"), W LAND DEVELOPMENT MANAGEMENT LLC, a Texas limited liability company (the "Developer"). The City, County, and the Developer may hereinafter collectively be referred to as the "Parties."

RECITALS

WHEREAS, WB BASTROP LAND, LLC, a Texas limited liability company ("Landowner"), W LAND DEVELOPMENT MANAGEMENT LLC, a Texas limited liability company (the "Developer") are developing approximately 289.249 acres (the "Property") as a mixed-use master planned community (the "Development") in the City's extraterritorial jurisdiction, but the "Development" also has a current Development Agreement (Resolution No. R-2025-69) in place that provides requirements for annexation of the Property into the city limits of the City of Bastrop.

WHEREAS, the Property is intended to be included within the boundaries of a municipal utility district to be known as Bastrop County Municipal Utility District No. 5 (or next available numerical designation).

WHEREAS, the Parties desire to clarify which entity regulates certain aspects of development within the Development.

Now, therefore, the Parties agree as follows:

ARTICLE ONE

- 1.1 The Parties acknowledge and agree that the County and the City are parties to that certain Interlocal Agreement for Subdivision Plat Regulation in Bastrop County and the City of Bastrop's Extraterritorial Jurisdiction (Resolution No R-2023-33) (the "1445 Agreement"). The Parties further acknowledge and agree that this Agreement is required pursuant to Section 4.2.2, which requires a tri-party agreement between the City, County, and a subdivision developer, where such subdivision is located within the City's voluntary extraterritorial jurisdiction ("Area V") and is intended to be included within a "Special

EXHIBIT A

Utility District”. The Parties agree that this Agreement satisfies such requirement for a tri-party agreement under the 1445 Agreement and governs which development regulations apply to the Development and which Party, the County or the City, has the authority to approve and/or issue subdivisions, plats, plans and permits under such development regulations.

- 1.2 This Agreement applies to all subdivisions, plats, construction plans and specifications, and all building or development permits (including, without limitation, site plans) related to construction within the Development. As between the City and County, the City will review and grant approval of any and all subdivisions, plats, construction plans and specifications, and all building and development permits and such permits will comply with the City’s ordinances and land use regulations, as modified or varied, per the May 7, 2025, Development Agreement (the “Development Agreement”), and any amendments thereto, between the City and Developer. Further, as between the City and the County, the City shall be responsible for the inspection of the construction of improvements permitted pursuant to the foregoing subdivisions, plats, constructions plans and specifications, and all building and development permits. Finally, as between the City and the County, the City shall be responsible for inspecting compliance with, and the Landowner, Developer, or a municipal utility district created over the Property, shall comply with, the City’s ordinances and land use regulations, as modified or varied, per the Development Agreement, and any amendments thereto, relating to payment, performance, and maintenance bonds, and the posting of fiscal security, if applicable.
- 1.3 Notwithstanding the foregoing, the Parties agree that, (i) prior to annexation of the Property into the City’s corporate limits, the County will regulate all development within the floodplain and floodway within the Development, in accordance with the Bastrop County, Texas Flood Damage Prevention Order adopted July 14, 2025 (the “Order”), subject to any changes required by FEMA or federal regulation and will act as the designated FEMA floodplain administrator for all construction within the floodplain and floodway in the Development, as set forth in the Order; and, (ii) following annexation of the Property into the City’s corporate limits, the County shall have no further responsibility to, and the City will, regulate all development within the floodplain and floodway within the Development, in accordance with Article 3.17, Bastrop Code of Ordinances, as the designated FEMA

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floodplain administrator for all construction within the floodplain and floodway in the Development. Prior to such annexation, County approval will be required for any matters the County is required to perform as the FEMA floodplain administrator with respect to development that affects the floodplain or floodway, all in accordance with the Order, and, following such annexation, City approval will be required for any matters the City is required to perform as the FEMA floodplain administrator with respect to development that affects the floodplain or floodway, all in accordance with Article 3.17, Bastrop Code of Ordinances. For the avoidance of doubt, nothing in this Section 1.3 shall be construed to permit or require the County's review or approval of any design and construction of stormwater drainage systems or facilities within the Development, which such design and construction shall be reviewed and approved by the City pursuant to Section 1.2 of this Agreement. Annexation by City will be completed prior to any construction of stormwater drainage systems or facilities within the Development.

- 1.4 The Parties acknowledge that the City, the Landowner, and the Developer executed a memorandum of agreement evidencing the Development Agreement, recorded as Instrument No. 202515158 in the Real Property Records of Bastrop County, Texas, to evidence compliance with Texas Local Government Code Section 212.172(c).
- 1.5 Except as provided for in Section 1.3 of this Agreement, the Development shall be subject to all applicable City codes, regulations, and standards related to the Development, as modified or varied pursuant to the Development Agreement, and all subdivisions, plats, construction plans and specifications, and building or development permits for the Development shall be filed with and approved and/or issued by the City in accordance therewith.

ARTICLE TWO

- 2.1 This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof, which are not expressed herein.
- 2.2 Any amendment to the Agreement must be in writing and signed by the authorized representatives of all Parties.

EXHIBIT A

- 2.3 The Parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in Texas Government Code, Chapter 791, et. seq. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the Parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof.
- 2.4 Except as set forth above, this Agreement shall not be construed so as to modify, supplement, or otherwise alter the provisions of any other agreement entered into by and between the Parties.
- 2.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any suit arising under this Agreement shall be Bastrop County, Texas, or in the United States District Court of the Western District of Texas, Austin Division.
- 2.6 This Agreement may be executed in one or more duplicate originals, each of equal dignity.
- 2.7 This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of the Parties.

[Remainder of page intentionally left blank.]

EXECUTED as of this 11th day of March, 2026, by the City of Bastrop, Texas.

CITY OF BASTROP, TEXAS

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

THE STATE OF TEXAS §
§
COUNTY OF Bastrop §

This instrument was acknowledged before me on the 11th day of March, 2026, by Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas.

[Signature]
Notary Public, State of Texas

