

RESOLUTION NO. R-2017-96A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND SETON FAMILY OF HOSPITALS; APPROVING THE TERMS OF AN AGREEMENT FOR CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS WITH SETON FAMILY OF HOSPITALS AND 71 RETAIL PARTNERS, LP, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in recognition of the positive economic benefits which will accrue, and pursuant to the terms of Texas Local Government Code Section 501.158, the Board of Directors of the Bastrop Economic Development Corporation ("BEDC") has authorized an Economic Development Performance Agreement with Seton Family of Hospitals ("Hospital") to facilitate the construction and equipping of a 20,000 square foot micro-hospital and emergency room on approximately 32.24 acres of land near the intersection of State Highway 71 and State Highway 304, in Bastrop, Bastrop County, Texas, through the BEDC's funding of the extension of the public road known as Agnes Street; and

WHEREAS, the development of the Hospital, the extension of Agnes Street, and the future development of the 52-acre tract, on which the Hospital tract is located, and the adjoining 90-acre tracts, owned by 71 Retail Partners LP, or an affiliated corporate entity, requires certain improvements to the drainage easement, which serves the tracts; and

WHEREAS, the total costs of the improvements is estimated to be \$1,200,000.00 and the proportionate share of those costs attributable to the Agnes Street extension project is \$250,000.00; and

WHEREAS, the Board of Directors of the BEDC has authorized the approval of an Agreement with the Hospital and 71 Retail Partners LP, to formalize the terms and conditions under which 71 Retail Partners LP, shall cause the necessary improvements to the drainage easement; and

WHEREAS, the BEDC and City Council by separate resolutions shall authorize the extension of Agnes Street as a qualified infrastructure project pursuant to the authority of Texas Local Government Code Section 501.103; and

WHEREAS, pursuant to Texas Local Government Code Section 505.158(b) City Council has been asked by the BEDC to approve the aforementioned Performance Agreement and Drainage Improvement Agreements.

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

SECTION 1. To the extent required by Texas Local Government Code Section 505.158(b) the following are authorized:

- The Performance Agreement, attached hereto as Appendix “A”; and
- The Agreement for Construction of Stormwater Drainage Improvements, attached as Exhibit A-1 to the Performance Agreement, and the expenditure of \$250,000.00 of BEDC funds as payment of the costs for drainage improvements attributable to the Agnes Street extension project; and
- The execution of documents in substantial form as Appendix A and Exhibit A-1 to Appendix A, on behalf of the BEDC, and such ancillary documents and instruments as may be reasonably necessary to facilitate the purpose of this Resolution.

SECTION 2. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

SECTION 3. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. Two Readings Required. This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

This resolution shall be in full force and effect from and after its final adoption.

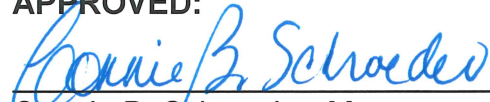
READ and ACKNOWLEDGED on First Reading on the 28th day of November 2017.

READ and APPROVED on the Second Reading on the 12th day of December 2017.

[SIGNATURE PAGE FOLLOWS]

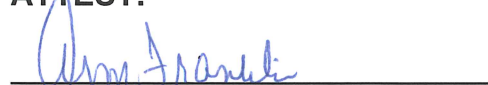
CITY OF BASTROP, TEXAS

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

RESOLUTION NO. R-2017-0021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH SETON FAMILY OF HOSPITALS; APPROVING THE TERMS OF AN AGREEMENT FOR CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS WITH SETON FAMILY OF HOSPITALS AND 71 RETAIL PARTNERS, LP; AND AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the City of Bastrop; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a project proposed by Seton Family of Hospitals ("Project") will: (i) provide additional jobs and capital investment; (ii) provide needed medical services which will encourage other business enterprises to locate in the area; and (iii) assist to facilitate to the completion of the Agnes Street infrastructure project approved by Resolution No. 2017-0022, by contributing to the funding of certain drainage improvements that are essential to the completion of the Agnes Street infrastructure project; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed Economic Development Performance Agreement ("Agreement") by and between the BEDC and Seton Family of Hospitals and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter such Agreement; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed Agreement for Construction of Stormwater Improvements ("Construction Agreement") by and between the BEDC, Seton Family of Hospitals and 71 Retail Partners, LP, and has determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter such Agreement.

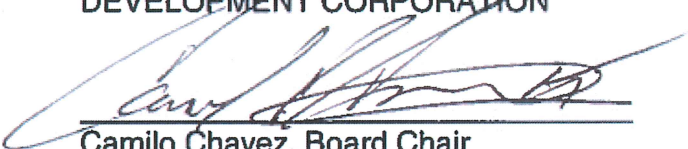
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The terms and conditions of the Agreement and the Construction Agreement, both of which are attached hereto as Exhibit "A," are approved.

RESOLUTION NO. R-2017-0021

BASTROP ECONOMIC
DEVELOPMENT CORPORATION


Camilo Chavez, Board Chair

ATTEST:


Sam Kier, Board Secretary

APPROVED AS TO FORM:


Denton, Navaro, Rocha, Bernal & Zech, P.C.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502, and 505 and the Texas Non-Profit Corporation Act (hereinafter called "Corporation"), and Seton Family of Hospitals, a Texas non-profit corporation (hereinafter called "Hospital"), otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Texas Local Government Code requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Hospital desires to construct a Facility to provide a limited service, short stay hospital with emergency room and medical offices in Bastrop, Texas; and

WHEREAS, the location of the Facility, as proposed, will contribute to the economic development of the City of Bastrop by creating new jobs and increased employment, and promoting increased development for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Hospital to enable Hospital to construct and operate the Facility pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

RESOLUTION NO. R-2017-0021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH SETON FAMILY OF HOSPITALS; APPROVING THE TERMS OF AN AGREEMENT FOR CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS WITH SETON FAMILY OF HOSPITALS AND 71 RETAIL PARTNERS, LP; AND AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the City of Bastrop; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a project proposed by Seton Family of Hospitals ("Project") will: (i) provide additional jobs and capital investment; (ii) provide needed medical services which will encourage other business enterprises to locate in the area; and (iii) assist to facilitate to the completion of the Agnes Street infrastructure project approved by Resolution No. 2017-0022, by contributing to the funding of certain drainage improvements that are essential to the completion of the Agnes Street infrastructure project; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed Economic Development Performance Agreement ("Agreement") by and between the BEDC and Seton Family of Hospitals and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter such Agreement; and

WHEREAS, the Board has reviewed the terms and conditions of the proposed Agreement for Construction of Stormwater Improvements ("Construction Agreement") by and between the BEDC, Seton Family of Hospitals and 71 Retail Partners, LP, and has determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The terms and conditions of the Agreement and the Construction Agreement, both of which are attached hereto as Exhibit "A," are approved.

RESOLUTION NO. R-2017-0021

SECTION 3. The Board authorizes Chair Camilo Chavez and/or Executive Director Shawn Kirkpatrick to execute an Agreement and a Construction Agreement in substantial form with Exhibit "A" and take those actions, including the execution of all other agreements, instruments or documents reasonably necessary to facilitate the purpose of this Resolution.

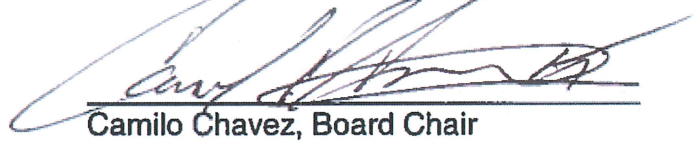
SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 20th day of November 2017.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2017-0021

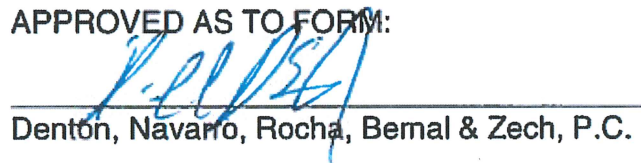
BASTROP ECONOMIC
DEVELOPMENT CORPORATION


Camilo Chavez, Board Chair

ATTEST:


Sam Kier, Board Secretary

APPROVED AS TO FORM:


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

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Exhibit "A"

Economic Development Performance Agreement by and between the Bastrop Economic Development Corporation and Seton Family of Hospitals.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502, and 505 and the Texas Non-Profit Corporation Act (hereinafter called "Corporation"), and Seton Family of Hospitals, a Texas non-profit corporation (hereinafter called "Hospital"), otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Texas Local Government Code requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Hospital desires to construct a Facility to provide a limited service, short stay hospital with emergency room and medical offices in Bastrop, Texas; and

WHEREAS, the location of the Facility, as proposed, will contribute to the economic development of the City of Bastrop by creating new jobs and increased employment, and promoting increased development for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Hospital to enable Hospital to construct and operate the Facility pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

2. Authority. The Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporation. The Corporation acknowledges that Hospital is acting in reliance upon the Corporation's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

3. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

4. Purpose. The purpose of this Agreement is to formalize the agreements between the Hospital and the Corporation for the granting of funds to cover certain costs associated with the construction of right-of-way improvements and associated drainage improvements that shall benefit the Project and specifically state the covenants and representations of the Parties, and the incentives associated with the Hospital's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Corporation and the Hospital as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Hospital may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the Corporation unless an alternative penalty or remedy is provided for herein.

5. Administration of Agreement. Upon the Effective Date, the Corporation delegates the administration and oversight of this Agreement to the Executive Director of the Corporation.

Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the Corporation.

ARTICLE III DEFINITIONS

6. As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Annual Payroll” shall mean the total wages paid, exclusive of employee benefits, to Full-time Employees at the Facility.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any party of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Certificate of Occupancy” shall mean the signed certificate issued by the City of Bastrop Planning and Engineering Department granting the Hospital the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

“Default” unless otherwise specifically defined or limited by this Agreement shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Developer Participation Agreement” means that certain Agreement with Developer and Hospital for Construction of Stormwater Drainage Improvement by and among the Corporation, the Hospital, and 71 Retail Partners LP, a Texas limited partnership, attached hereto as **Exhibit “A-1”** pertaining to the improvement of the Drainage Easement.

“Drainage Easement” means the easement that may be used to provide stormwater drainage conveyance pursuant to that certain Drainage Easement Agreement recorded as Document Number 200803574 (Book 1819, Page 840) of the Public Records of the County Clerk of Bastrop County, Texas, for the benefit of the tracts as described in **Exhibit “A-2”**.

“Effective Date” shall be the date of the last signing by a party to the agreement.

“Expiration Date” shall mean the earlier of:

- (a) April 1, 2021; or
- (b) The date of termination, provided for under Article VII of this Agreement.

“Facility” shall mean the approximate 20,000 square-foot limited service, short stay hospital with emergency room and medical offices facility to be constructed on approximately 30.97 acres of land near the intersection of State Highway 71 and F.M. 304, in Bastrop, Texas, and shall represent a minimum Twenty-Six Million and 00/100 Dollars (\$26,000,000.00) capital investment in real property improvements and equipment.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, 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 of the State of Texas or any civil or military authority, insurrections, riots, epidemics, quarantine restrictions, unusually severe weather, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, slowdowns or work stoppages.

“Full-time Employee” shall mean: (1) an employee with a regular work schedule of at least thirty-six (36) hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission and are entitled to at least the customary employer-sponsored employee benefits package afforded by the Hospital to its similarly situated employees at other locations; or (2) a combination of employees with a combined regular work schedule of at least thirty-six (36) hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission.

“Project” shall mean the construction and equipping of the Facility.

“Real Property” shall mean the land, building, and all improvements thereto and as added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Bastrop Central Appraisal District.

“Recapture Amount” means the amount roughly equal to the costs Hospital would have been required to contribute to the rights-of-way and drainage improvements but for this Agreement, but in no case more than the lesser of (i) the total of amounts previously advanced by Corporation hereunder, or (ii) \$600,000.00.

“Road Construction Completion Deadline” means December 31, 2018.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

“Tangible Personal Property” shall mean tangible personal property, such as equipment, machinery, fixtures, and inventory, located at the Facility owned or leased by Hospital subsequent to the execution of this Agreement and is accounted on the tax rolls by the Central Appraisal District.

“Year” shall mean a twelve (12) month period on which performance and incentive calculations are based. The twelve (12) month period beginning on the date on which the Hospital receives a Certificate of Occupancy for the Facility shall be known as Year Zero, and the

successive twelve (12) month periods beginning on each anniversary of the date on which the Hospital received a Certificate of Occupancy for the Facility shall be known as Year One, Year Two, and so forth.

ARTICLE IV CORPORATION OBLIGATION

7. Corporation's Contribution to Rights-of-Way and Drainage Improvements.

(a) Rights-of-Way Improvements. Corporation shall pay the full costs for the extension of the public road known as Agnes Street as specified on **Exhibit "A-3"**; and, extension of Agnes Street shall be completed and dedicated for public use on or before the Road Construction Completion Deadline, subject to the following:

- (i) On or before February 28, 2018, the necessary rights-of-way shall be dedicated to the City by instrument substantially similar in form as **Exhibit "A-4"**;
- (ii) The plat for which Hospital has made application, as shown on **Exhibit "A-5"**, shall be recorded in the Public Records of Bastrop County, Texas, on or before February 28, 2018; and
- (iii) The drainage improvements to the Drainage Easement described on **Exhibit "A-6"**, shall be completed in accordance with the Developer Participation Agreement.

Each day of delay beyond the deadlines set out in subsections (i), (ii), or (iii) shall extend the Road Construction Completion Deadline by one (1) day.

(b) Design and Construction Contracts. Corporation shall, within a reasonable time after the Effective Date, enter into (i) a contract for the design of the improvements described in Section 7(a) above (the "Rights-of-Way Improvements") with a civil engineer licensed to practice in the state, and (ii) a contract for the construction of the Rights-of-Way Improvements (the "Construction Contract"). The Construction Contract shall require the contractor to provide payment and performance bonds for the estimated cost of the Rights-of-Way Improvements and to pay, as liquidated damages and not as a penalty, to Hospital, as an intended third party beneficiary of the Construction Contract, an amount equal to One Thousand and 00/100 Dollars (\$1,000.00) for each day of delay in the completion of the Rights-of-Way Improvements beyond the dates specified in Section 7(a) above.

(c) Contribution to Drainage Improvements. As more specifically described in the Developer Participation Agreement, the Corporation shall provide an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) in reimbursements for improvements made to the Drainage Easement. Notwithstanding any provision to the contrary, the Corporation's obligation under this section shall not be effective until

Corporation receives written confirmation from the appropriate escrow agent that Hospital has placed into escrow no less than Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) to be applied to the cost of the improvements to the Drainage Easement.

8. Confidentiality. The Corporation agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.

9. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the Corporation. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V PERFORMANCE OBLIGATIONS OF HOSPITAL

10. The obligation of the Corporation to pay funds in the form of a capital investment shall be conditioned upon the Hospital's continued compliance with and satisfaction of each of the performance obligations set forth in this Agreement.

11. Commencing Operations. Hospital must obtain a Certificate of Occupancy for its Facility on or before April 1, 2019, and maintain said operations throughout the term of this Agreement. The Facility shall represent a minimum capital investment of Twenty-Six Million and 00/100 Dollars (\$26,000,000.00) in real property improvements and equipment.

12. Job Creation/Retention. Hospital must create and maintain the Full-time Employees and average wage benchmarks according to the following schedule:

(a) A minimum of twenty (20) Full-time Employees for the year ending on the first (1st) anniversary of the date the Hospital received a Certificate of Occupancy ; and

(b) A minimum of thirty-five (35) Full-time Employees for the year ending on the second (2nd) anniversary of the date the Hospital received a Certificate of Occupancy with an average annual income of not less than Forty Thousand and 00/100 Dollars (\$40,000.00), exclusive of burden and benefit.

13. Annual Report. Hospital shall submit an Annual Certification Report (an "Annual Report") for the preceding Year to the Executive Director of the Corporation each year not later than February 15th of the succeeding Year. The Annual Report should substantially conform to the Annual Report Form attached as **Exhibit "A-7"**. The first Annual Report will be due on the 15th day of February following the first anniversary of the date the Hospital received a certificate of occupancy.

14. Contribution to Drainage Improvements. As more specifically described in the Developer Participation Agreement, Hospital shall provide an amount not to exceed Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) in reimbursements for improvements made to the Drainage Easement. So long as Corporation is not in default under this Agreement, the Developer Participation Agreement, or under any related escrow or other agreement beyond any applicable cure period, Hospital's contribution to the costs of the improvements made to the Drainage Easement shall be non-refundable, regardless of whether Hospital completes construction of the Facility.

ARTICLE VI COVENANTS AND DUTIES

15. Hospital's Covenants and Duties. Hospital makes the following covenants and warranties to the Corporation, and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Hospital.

(a) Hospital is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by Hospital's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Hospital's by-laws, or of any agreement or instrument to which Hospital is a party to or by which it may be bound.

(c) Hospital is not a party to any Bankruptcy proceedings currently pending or contemplated, and Hospital has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Hospital has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Hospital shall timely and fully comply with all of the terms and conditions of this Agreement, within any cure periods provided herein.

(f) Hospital shall obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.

(g) Hospital shall pay, or cause to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(h) Hospital agrees to commence and complete the Project in strict accordance with the Agreement.

(i) Hospital shall cooperate with the Corporation in providing all necessary information to assist them in complying with this Agreement.

(j) During the term of this Agreement, Hospital shall not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Hospital shall be in Default (subject to the remedies in Article VIII below). Hospital is not liable for an unknown violation of this Section by a subsidiary or assignee affiliate of Hospital or by a person with whom Hospital contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Hospital enters into with any subsidiary, assignee, affiliate, for which funds provided herein will be used.

(k) Hospital shall not be in arrears and shall be current in the payment of all City taxes and fees.

(l) Corporation has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Hospital as a result of the assistance provided hereunder, the unique employee identification number, the number of hours each employee worked during the previous 12 months, the total expenses attributable to training and employing those employees, and the cumulative payroll for the Facility.

(m) Hospital shall, upon written request from Corporation, provide to Corporation a copy of the Texas Workforce Commission Texas Employers Quarterly Wage Report for the specified quarter.

ARTICLE VII TERMINATION

16. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The written agreement of the Parties;

(b) The Agreement's Expiration Date; or

(c) Default by Hospital (at the option of the Corporation), after thirty (30) days' prior written notice to Hospital during which time Corporation shall have no duty to make any advances of Funds hereunder.

ARTICLE VIII DEFAULT

17. Hospital Events of Default. Each of the following occurrences shall constitute a Default of Hospital:

(a) Failure of Hospital to perform any term, covenant or agreement contained in this Agreement, or in any related document(s); or

(b) Corporation determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Corporation by Hospital in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

(c) Any judgment is assessed against Hospital or any attachment or other levy against the property of Hospital which remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days, provided that Hospital may engage in any procedure in good faith to object to appeal, or attempt to overturn such judgment, attachment, or buy; or

(d) Hospital makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in Bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Hospital or any substantial part of its property, commences any action relating to Hospital under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Hospital any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Hospital by any act indicates its consent to or approval of any trustee of Hospital or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) Hospital substantially changes its present ownership without written notification to Corporation within thirty (30) days of such change; or

(f) Hospital materially changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

18. Corporation Events of Default. The failure of Corporation to perform any term, covenant or agreement contained in this Agreement, or in any related document shall constitute a Default of Corporation.

19. Remedies for Default.

(a) Corporation Default. In the event of Default by Corporation, the Hospital's sole remedy under this Agreement is specific performance of the Corporation's obligations

under this Agreement, including payment of amounts owed to Hospital hereunder. In the event that the contractor defaults under the Construction Contract, Corporation shall assign to Hospital all of its rights and claims under the Construction Contract.

(b) Hospital Default. In the event of Default by the Hospital, the Corporation shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and demand payment from Hospital for the Recaptured Amount, provided that the Default occurs prior to the Expiration Date, as reasonably determined by the Corporation's Board of Directors and as decreased by any amounts owing to Hospital pursuant to Section 7(c) above. In the event that such Default relates to the failure of the Hospital to comply with the job creation/retention requirements for any year during the term of this Agreement, the difference between the actual annual payroll for that year and the annual payroll required by this Agreement shall be calculated as a percentage of the annual payroll required by this Agreement, and the penalty the Hospital shall pay for such Default shall be an amount of equivalent percentage to the Recaptured Amount. The amount owed to the Corporation under this subsection shall be paid by the Hospital within one hundred twenty (120) days after the date Hospital is notified by the Corporation of such Default (the "Payment Date"). In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

20. Limitation on Use of Funds in the Event of Default. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the Corporation.

ARTICLE IX MISCELLANEOUS

21. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporation, on behalf of the Corporation. Notwithstanding any other provision of this Agreement to the contrary, Hospital's performance under this Agreement, including its obligations under Sections 11, 12, and 13, but excluding Hospital's obligations under Section 14 above, is specifically contingent on Hospital obtaining a Certificate of Occupancy from the City of Bastrop at the Facility under the terms of this Agreement.

22. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

23. Representations and Warranties. The Corporation represents and warrants to Hospital that this Agreement is within its authority, and that it is duly authorized and empowered

to enter into this Agreement. Hospital represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.

24. Assignment. Hospital may assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the Corporation. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Hospital of any liability to the Corporation including any required indemnity in the event that any assignee hereof shall at any time be in Default of the terms of this Agreement. The Corporation may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed assignee prior to its approval of an assignment.

25. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Hospital at no time will be acting as an agent of the Corporation and that all consultants or contractors engaged by Hospital respectively will be independent contractors of Hospital; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Hospital respectively under this Agreement, unless any such claims are due to the fault of the Corporation.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the Corporation, or any board member, or agent of the Corporation, shall be personally responsible for any liability arising under or growing out of this Agreement.

26. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, by registered or certified mail (with postage prepaid and return receipt requested), or on the first business day after depositing the same in the hands of a reputable overnight courier (such as FedEx or UPS) and addressed to the Party at the address set forth below or by sending the same by electronic mail with confirming copy sent by mail.:

If intended for BEDC:

City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602

With a copy to:

Denton, Navarro, Rocha, Bernal & Zech, P.C.
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Hospital:

Seton Family of Hospitals
c/o Ascension Health
1300 W. 34th Street
Austin, TX 78705
Attention: Jason Turman, Real Estate
Telephone: 512-324-3174
Email: Jason.turman@ascension.org

With a copy to:

Hall, Render, Killian, Heath & Lyman, P.C.
500 N. Meridian Street, Suite 400
Indianapolis, IN 46204
Attention: Robert A Hicks
Telephone: 317-633-1433
Email: rhicks@hallrender.com

Any Party may designate a different address at any time upon written notice to the other Parties.

27. Governmental Records. All invoices, records, and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

28. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

29. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation.

30. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

31. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

32. Entire Agreement. This Agreement, the Developer Participation Agreement, and that certain Escrow Agreement by and among the Corporation, Hospital, 71 Retail Partners LP, a Texas limited partnership, and the escrow agent described therein, together constitute the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the Corporation.

33. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

34. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

35. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

36. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

37. Indemnification. **HOSPITAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATION AND THE CITY OF BASTROP ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE**

OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CORPORATION HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF HOSPITAL TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BASTROP, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY HOSPITAL UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT HOSPITAL SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY SMALL BUSINESS GRANT PAID TO HOSPITAL HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.

38. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

39. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Hospital, the Hospital shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[Signature Pages to Follow.]

Executed on this 8th day of February, 2018.

HOSPITAL:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

[Signature]

SCOTT HERNDON

CFO

STATE OF TEXAS

§

§

COUNTY OF Travis

§

This information was acknowledged before me on this 8th day of February, 2018, by Scott Herndon, CFO for Seton Family of Hospitals, a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]

Notary Public, State of Texas

Cindy Butler

Notary's typed or printed name

5-28-19

My commission expires

Executed on this 12th day of February, 2018.

CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: M A K L
Name: Shawn Kirkpatrick
Title: Executive Director

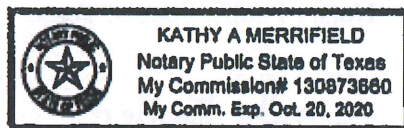
STATE OF TEXAS

§
§
§

COUNTY OF BASTROP

This information was acknowledged before me on this 12th day of February, 2018, by
Shawn Kirkpatrick for the Bastrop Economic Development Corporation, a
Texas non-profit industrial development corporation, on behalf of said agency.

Kathy A Merrifield
Notary Public, State of Texas



Kathy A. Merrifield
Notary's typed or printed name

Oct. 20, 2020
My commission expires

APPROVED AS TO FORM:

By: [Signature]
for Charles E. Zech, BEDC Counsel
DNRB&Z P.C.

EXHIBIT “A-1” TO THE PERFORMANCE AGREEMENT
Agreement for Construction of Stormwater Drainage Improvements

[SEE ATTACHED]

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§
§

AGREEMENT WITH DEVELOPER AND HOSPITAL FOR CONSTRUCTION
OF STORMWATER DRAINAGE IMPROVEMENT

This Agreement with Developer and Hospital for Construction of Stormwater Drainage Improvement (this "Agreement") executed as of the 12th day of February, 2018, between the Bastrop Economic Development Corporation, located in Bastrop County, Texas (hereinafter called "Corporation"), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 ("Corporation"), 71 Retail Partners LP, a Texas limited partnership ("Developer"), and Seton Family of Hospitals, a Texas non-profit corporation ("Hospital"). Corporation, Developer, and Hospital are all collectively referred to as "Parties."

WHEREAS, Developer and its affiliate, MC Bastrop 71, LP, a Texas limited partnership, and Hospital are the owners of the two Benefitted Tracts (as defined below).

WHEREAS, Hospital is the developer and operator of the Facility (as defined herein) to be constructed on its portion of the Benefitted Tracts.

WHEREAS, Developer wishes to make improvements within the Drainage Easement to facilitate land development on the two Benefitted Tracts; and

WHEREAS, the Corporation wishes to contribute to the costs of the improvements to the extent such improvements shall benefit the Corporation's improvements to the rights-of-way located wholly within one of the Benefitted Tracts; and

WHEREAS, the Hospital wishes to contribute to the costs of the improvements to the extent such improvements shall benefit the Facility to be located wholly within one of the Benefitted Tracts.

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I Definitions. The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

- 1.01. "Agreement" means this Agreement with Developer and Hospital for Construction of Stormwater Drainage Improvement by and among the Corporation, Developer, and Hospital.
- 1.02. "Benefitted Tracts" mean the two tracts of land which benefit from the right to use the property described in the Drainage Easement Agreement, the two Benefitted Tracts being more particularly described as follows:

- An approximately 52-acre tract located in Bastrop, Bastrop County, Texas, more specifically described on **Exhibit “B-1”**; and
 - An approximately 90-acre tract located in Bastrop, Bastrop County, Texas, more specifically described on **Exhibit “B-2”**.
- 1.03. “City Engineer” shall be the civil engineer appointed to serve as the Engineer for the City of Bastrop, Texas.
 - 1.04. “Contractor” shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.
 - 1.05. “Corporation’s Participation Costs” means costs associated with the construction of that part of the Improvements required to serve the drainage requirement of the right-of-way improvements.
 - 1.06. “Drainage Easement” means the easement granted pursuant to that certain Drainage Easement Agreement (the “Drainage Easement Agreement”) recorded as Document Number 200803574 (Book 1819, Page 840) of the Public Records of the County Clerk of Bastrop County, Texas which authorizes the drainage of stormwater runoff from the Benefitted Tracts across a defined area of the real property described in the Drainage Easement Agreement.
 - 1.07. “Facility” means the limited service, short stay hospital with emergency room and medical offices that Hospital shall construct and operate and that is described in more detail in the Performance Agreement.
 - 1.08. “Hospital’s Participation Costs” means costs associated with the construction of that part of the Improvements required to serve the drainage requirement of the Facility.
 - 1.09. “Improvements” or “Drainage Improvements” shall mean the drainage improvements described on **Exhibit “B-3”**.
 - 1.10. “Performance Agreement” means that certain Economic Development Performance Agreement by and between the Corporation and Hospital dated February 12, 2018 made pursuant to Section 501.158 of the Texas Local Government Code.
 - 1.11. “Project Engineer” means the engineer engaged by Developer to design and oversee construction of the Drainage Improvements.

ARTICLE II Construction of Improvements.

- 2.01. Intentionally omitted.
- 2.02. Construction of Improvements. Subject to payment of the Corporation’s Participation Cost and Hospital’s Participation Cost, as contemplated below, Developer

agrees to construct the Improvements in accordance with the plans and specifications approved by the City Engineer pursuant to Section 2.03 below. A general description of the Drainage Improvements is attached hereto as **Exhibit "B-3"** and incorporated herein. The Drainage Improvements are currently projected to be completed within thirteen (13) calendar months following the effective date of this Agreement. No change in the Approved Plans (as defined in Section 2.03 below) shall be made by Developer without the prior written consent of the City Engineer.

2.03. Approved Plans; Contracts for Construction. As soon as reasonably practical following the effective date of this Agreement, Developer shall cause the Project Engineer to prepare civil-engineered plans and specifications for the Drainage Improvements (the "Proposed Plans"), and Developer shall submit the Proposed Plans to the Corporation, City Engineer and Hospital for approval, which approval shall not be unreasonably withheld or delayed. If the Corporation, City Engineer or Hospital has any objection to the Proposed Plans, it shall provide such objections to Developer in writing within thirty (30) days of Developer's submittal of the Proposed Plans to such party. Any objections to the Proposed Plans that are not delivered in writing within said 30-day period shall be deemed waived. If Hospital, Corporation or the City Engineer delivers any reasonable objection(s) to the Proposed Plans in writing within said 30-day period, Developer shall cause Project Engineer to address such objection(s), and Developer shall thereafter submit revised Proposed Plans to Hospital, Corporation and City Engineer for further approval, not to be unreasonably withheld or delayed. This process will continue until Developer, Hospital, Corporation and the City Engineer have approved the Proposed Plans, and, upon such mutual approval, the Proposed Plans shall be the "Approved Plans." Following approval of the Approved Plans, Developer shall (i) obtain construction bids from one or more qualified Contractors on the basis of the Approved Plans, (ii) promptly update the Budget (as defined below) accordingly, and (iii) circulate such updated Budget to Hospital, Corporation and City Engineer for approval. The City Engineer shall review all contract documents and cost estimates, and shall approve the Contractor prior to the award of the contract. Subject to Corporation and Hospital releasing progress payments in accordance with the Escrow Agreement attached as **Exhibit "B-4"** hereto, Developer shall pay for the work as it is completed, and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements, to the extent of the funds escrowed pursuant to the Escrow Agreement. Any failure of Developer to construct the Improvements as provided herein shall not relieve Developer of any obligation to pay Developer's Payment of Costs Overruns or any other payment required herein.

2.04. Approval of Change Orders. Developer shall submit any proposed change order (a "Proposed Change Order") to the Approved Plans to the Corporation, City Engineer, and Hospital for approval, which approval shall not be unreasonably withheld or delayed. The Corporation, City Engineer, or Hospital shall provide any objection to the Proposed Change Order in writing within ten (10) days of Developer's submittal of the Proposed Change Order, and any objection to the Proposed Change Orders that is not delivered in writing within said 10-day period shall be deemed waived. If Hospital, Corporation, or the City Engineer delivers a reasonable objection in writing within said 10-day period,

Developer shall cause Project Engineer to address such objection, and Developer shall thereafter submit the revised Proposed Change Order to Corporation, City Engineer, and Hospital for further approval, which shall not be unreasonably withheld or delayed. This process will continue until Developer, Corporation, City Engineer, and Hospital have approved the Proposed Change Orders.

2.05. Inspection. The City Engineer or designee shall periodically inspect the construction of the Improvements in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Bastrop's Subdivision Ordinance, as amended.

2.06. Insurance. The Contractor awarded the contract to construct the Improvements shall be required to carry worker's compensation insurance on its employees and public liability and property damage insurance on its equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, Corporation and Hospital shall be furnished with certificates of insurance and shall be named as additional named insureds on such certificates, and the Corporation and Hospital shall be notified within ten (10) calendar days of any cancellation of such insurance.

2.07. Accounting. Developer shall submit to Corporation and Hospital a complete accounting of all costs incurred by Developer in the construction of the Improvements. Corporation will not contribute or pay for any cost incurred by Developer which was not approved by Corporation prior to it being incurred. All costs set forth in the approved budget attached hereto as **Exhibit "B-5"** (the "Budget") have been approved by Corporation and the City Engineer. Developer shall maintain the accounting for the Improvements for a period of two (2) years from the date of completion of the Drainage Improvements, and the City of Bastrop and the Corporation may inspect the Developer's books and records related to the Drainage Improvements at any time with reasonable notice.

2.08. Developer Breach. If Developer fails to complete construction of the Improvements on or before the date that is thirteen (13) months following the date of this Agreement or if, after six (6) months following the date of this Agreement, the City Engineer finds in its reasonable judgment that the construction of the Improvements will not be complete on the date that is thirteen (13) months following the date of this Agreement (a "Developer Breach"), Corporation shall have the right, but not the obligation, at any time thereafter, to assume the responsibility to complete the construction of the Improvements upon thirty (30) days' written notice to Developer and Hospital. If Corporation does not assume the responsibility to complete construction within ten (10) days of a Developer Breach, Hospital shall have the right, but not the obligation, at any time thereafter, to assume the responsibility to complete the construction of the Improvements upon thirty (30) days' written notice to Developer and Corporation, and upon Hospital's exercise of such right, Corporation's right to assume such responsibility shall immediately expire and lapse. In the event of a Developer Breach and the assumption

of responsibility for the completion of the construction of the Improvements by either Corporation or Hospital, each party shall continue to be obligated to pay such party's Payment of Cost Overruns (as defined below) or any other payments required herein.

ARTICLE III Obligations and Payments.

3.01. Construction Costs. The estimated total construction costs (hard and soft costs) for the Improvements is One Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00) (the "Estimated Construction Costs"). As used in this Agreement, the phrase "cost of constructing the Improvements" and similar phrases refer to hard and soft costs of constructing the Improvements, subject to Sections 2.03 and 2.07 above.

3.02. Corporation's Payment of Costs. The Corporation shall pay Two Hundred and Fifty Thousand Dollars (\$250,000.00) (Corporation's "Initial Payment of Costs") toward the cost of constructing the Improvements. In the event that the actual total construction costs exceed the Estimated Construction Costs, the Corporation shall pay, in addition to the Initial Payment of Costs, an amount (Corporation's "Payment of Cost Overruns") equal to twenty-two and twenty-two hundredths percent (22.22%) of the difference between the Estimated Construction Costs and the actual total construction costs.

3.03. Escrow of Corporation's Payment of Costs. The Corporation shall pay into escrow Corporation's Initial Payment of Costs pursuant to the Escrow Agreement attached hereto as **Exhibit "B-4"**. Subject to Sections 2.03 and 2.07 above, the Corporation shall pay into said escrow Corporation's Payment of Cost Overruns prior to the date that Corporation's Initial Payment of Costs has been fully released from the escrow. Progress payments may be withdrawn by Developer pursuant to the terms of the Escrow Agreement.

3.04. Hospital's Payment of Costs. The Hospital shall pay Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) (Hospital's "Initial Payment of Costs") toward the cost of constructing the Improvements. In the event that the actual total construction costs exceed the Estimated Construction Costs, the Hospital shall pay, in addition to its Initial Payment of Costs, an amount (Hospital's "Payment of Cost Overruns") equal to fifty-five and fifty-six hundredths percent (55.56%) of the difference between the Estimated Construction Costs and the actual total construction costs.

3.05. Escrow of Hospital's Payment of Costs. The Hospital shall pay into escrow its Initial Payment of Costs, pursuant to the Escrow Agreement attached hereto as **Exhibit "B-4"**. Hospital shall pay into said escrow Hospital's Payment of Cost Overruns prior to the date that Hospital's Initial Payment of Costs has been fully released from the escrow. Progress payments may be withdrawn by Developer pursuant to the terms of the Escrow Agreement.

3.06. Developer's Payment of Costs. Developer shall pay Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (Developer's "Initial Payment of Costs") toward the cost of constructing the Improvements. In the event that the actual total construction costs exceed the Estimated Construction Costs, Developer shall pay, in addition to its Initial Payment of Costs, an amount (Developer's "Payment of Cost Overruns") equal to twenty-

two and twenty-two hundred percent (22.22%) of the difference between the Estimated Construction Costs and the actual total construction costs.

3.07. Escrow of Developer's Payment of Costs. Developer shall pay into escrow its Initial Payment of Costs, pursuant to the Escrow Agreement attached hereto as **Exhibit "B-4"**. Developer shall pay into said escrow Developer's Payment of Cost Overruns prior to the date that Developer's Initial Payment of Costs has been fully released from the escrow. Progress payments may be withdrawn by Developer pursuant to the terms of the Escrow Agreement.

3.08. Maintenance. Following the completion of the Drainage Improvements, Developer and Hospital shall pay their respective pro rata shares of the reasonable and actual cost to maintain and repair the Drainage Improvements in good condition and repair for their intended use. Each party's pro rata share shall be a fraction, the numerator of which is the land area within the portion of the Benefitted Tracts owned by the application party, and the denominator of which is the total land area of the Benefitted Tracts. Such costs shall be payable annually within thirty (30) days' of the performing party's invoice therefor.

ARTICLE IV Assignment, Modification and Waiver.

4.01. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other Parties.

4.02. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

4.03. 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 party.

4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.06. Entire Agreement. This Agreement and the Escrow Agreements constitute the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.07. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the

Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by electronic mail; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to the Developer:

71 Retail Partners, LP
Attention: Doug MacMahon
8214 Westchester Drive, Suite 550
Dallas, TX 75225

If intended for BEDC:

City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech, P.C.
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Hospital:

Seton Family of Hospitals
c/o Ascension Health
1300 W. 34th Street
Austin, TX 78705
Attention: Jason Turman, Real Estate
Telephone: 512-324-3174
Email: Jason.turman@ascension.org

With a copy to:

Hall, Render, Killian, Heath & Lyman, P.C.
500 N. Meridian Street, Suite 400
Indianapolis, IN 46204
Attention: Robert A. Hicks
Telephone: 317-633-1433
Email: rhicks@hallrender.com

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

4.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

Signature Page to Follow:

Executed to be effective on this 5th day of February, 2018.

DEVELOPER:

71 RETAIL PARTNERS LP,
a Texas limited partnership

By: MC Bastrop 71 GP, LLC,
a Texas limited liability company,
its general partner

By: [Signature]

Name: DOUGLAS MACMATHON

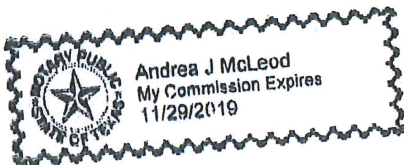
Title: MANAGER

STATE OF TEXAS §

§

COUNTY OF BASTROP §

This information was acknowledged before me on this 5th day of February, 2018, by DOUGLAS MACMATHON MANAGER for MC Bastrop 71 GP, LLC, a Texas limited liability company, the general partner of 71 Retail Partners LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



[Signature]
Notary Public, State of Texas

ANDREA J. McLEOD
Notary's typed or printed name

11/29/2019
My commission expires

Executed on this 8th day of February, 2018

HOSPITAL:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: [Signature]
Name: SCOTT HERNDON
Title: CFO

STATE OF TEXAS §
 §
COUNTY OF Travis §

This information was acknowledged before me on this 8th day of February, 2018, by Scott Herndon, CFO for Seton Family of Hospitals, a Texas non-profit corporation, on behalf of said non-profit corporation.



Cindy Butler
Notary Public, State of Texas

Cindy Butler
Notary's typed or printed name

5-28-19
My commission expires

Executed on this 12th day of February, 2018.

CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: M a/k/k
Name: Shawn Kirkpatrick
Title: Executive Director

STATE OF TEXAS

§

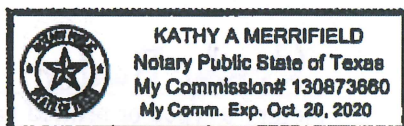
COUNTY OF BASTROP

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This information was acknowledged before me on this 12th day of February, 2018, by Shawn Kirkpatrick for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said agency.

Kathy A. Merrifield
Notary Public, State of Texas



Kathy A. Merrifield
Notary's typed or printed name

Oct. 20, 2020
My commission expires

APPROVED AS TO FORM:

By: Charles E. Zech
Charles E. Zech, BEDC Counsel
DNRB&Z P.C.

**EXHIBIT "B-1" TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**

Description of 52-acre tract

DESCRIPTION OF A 52.684 ACRE TRACT OF LAND OUT OF THE NANCY BLAKEYSURVEY, A-98, BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED TO BE 145.691 ACRES, DESCRIBED IN A DEED TO MC BASTROP 71 LP, OF RECORD IN VOLUME 2097, PAGE 241, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 52.684 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap marked "Property Corner" found June 22, 2011, in the south right-of-way line of State Highway 71, at the northeast corner of Lot 1A, Block A, Resubdivision of Lot 1, Block A, Center of Woodland Village Bastrop, a subdivision of record in Cabinet 4, Page 160-A, of the Plat Records of Bastrop County, Texas, said iron rod being the most northerly northwest corner of said 145.691 acre tract, and the most northerly northwest corner of the herein described tract;

THENCE, with the south right-of-way line of said State Highway 71, the following two (2) courses:

- 1) N 87° 45' 43" E, 2.05 feet to a large hole where concrete with TXDOT Brass Cap found disturbed;
- 2) A curve to the right having a radius of 5058.89 feet, an arc distance of 1554.38 feet, a central angle of 17° 36' 16", and a chord which bears S 79° 29' 26" E, 1548.27 feet to an iron rod with cap marked "Property Corner" found June 11, 2011, at the northwest corner of a tract of land called to be 43.112 acres, described in a deed to John Alan Nixon, of record in Volume 1908, Page 825, of the Official Public Records of Bastrop County, Texas, said iron rod being the northeast corner of said 145.691 acre tract, and the northeast corner of the herein described tract;

THENCE, S 09° 40' 03" W, with the east line of said 145.691 acre tract, and the west line of said 43.112 acre tract, at 1090.61 feet passing a 1/2 inch iron rod found June 22, 2011, and continuing for a total distance of 1168.33 feet to a 5/8 inch iron rod with cap set October 1, 2010, found June 22, 2011, for the southeast corner of the herein described tract;

THENCE, across said 145.691 acre tract, the following two (2) courses:

- 1) A curve to the right having a radius of 1000.00 feet, an arc distance of 193.46 feet, a central angle of 11° 05' 05", and a chord which bears N 85° 52' 07" W, 193.16 feet to a 5/8 inch iron rod with cap set October 1, 2010, found June 22, 2011;

- 2) N 80° 19' 35" W, 1883.70 feet to a 5/8 inch iron rod with cap set October 1, 2010, found, June 22, 2011, in the east right-of-way line of State Highway 304, same being the most westerly west line of said 145.691 acre tract, said iron rod being the southwest corner of the herein described tract;

THENCE, N 09° 40' 25" E, with the east right-of-way line of said State Highway 304, at 96.48 feet passing a 1/2 inch iron rod found June 22, 2011, and continuing for a total distance of 717.00 feet to a 1/2 inch iron rod found June 22, 2011, at the southwest corner of said Lot 1A, Resubdivision of Lot 1, Block A, Center of Woodland Village Bastrop, said iron rod being the most westerly northwest corner of said 145.691 acre tract, and the most westerly northwest corner of the herein described tract;

THENCE, S 80° 19' 00" E, with the westerly north line of said 145.691 acre tract, and the south line of said Lot 1A, 525.56 feet to a 1/2 inch iron rod found June 22, 2011, at the southeast corner of said Lot 1A, said iron rod being an ell corner of said 145.691 acre tract, and an ell corner of the herein described tract;

THENCE, N 09° 41' 29" E, with the northerly west line of said 145.691 acre tract, and the east line of said Lot 1, 492.23 feet to the POINT OF BEGINNING containing 52.684 acres of land within these metes and bounds.

**EXHIBIT "B-2" TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Description of 90-acre tract

DESCRIPTION OF A 145.691 ACRE TRACT OF LAND OUT OF THE NANCY BLAKEY SURVEY, A-98, BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 145.697 ACRES, DESCRIBED IN A DEED TO BASTROP GROVE PARTNERS, LTD., OF RECORD IN VOLUME 1698, PAGE 245, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 145.691 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail found in concrete in the east line of F.M. Highway 304, at the northwest corner of a tract of land called to be 5.0 acres, described in a deed to Codie Smith Wyatt, of record in Volume 165, Page 772, of the Deed Records of Bastrop County, Texas, said nail being the southwest corner of said 145,697 acre tract, and the southwest corner of the herein described tract;

THENCE, N 09° 40' 25" E, with the east right-of-way line of said F. M. 304, at 446.94 feet passing a 5/8 inch iron rod with cap set October 1, 2010, at 2184.81 feet, passing a 5/8 inch iron rod with cap set October 1, 2010, at 2281.29 feet, passing a 1/2 inch iron rod found, and continuing for a total distance of 2901.81 to a 1/2 inch iron rod found at the southwest corner of Lot 1A, Block A, *Resubdivision of Lot 1, Block A, Center of Woodland Village Bastrop*, a subdivision of record in Cabinet 4, Page 160-A, of the Plat Records of Bastrop County, Texas, said iron rod being the most westerly northwest corner of said 145.697 acre tract and the most westerly northwest corner of the herein described tract;

THENCE, S 80° 19' 00" E, with a northerly line of said 145.697 acre tract, and the southerly line of said Lot 1A, 525.56 feet to a 1/2 inch iron rod found at the southeast corner of said Lot 1A, for an ell corner of said 145.697 acre tract, and an ell corner of the herein described tract;

THENCE, N 09° 41' 29" E, with a westerly line of said 145.697 acre tract, and the easterly line of said Lot 1A, 492.23 feet to an iron rod with cap marked "property corner" found in the southerly right-of-way line of State Highway 71, at the northeast corner of said Lot 1A, said iron rod being the most northerly northwest corner of said 145.697 acre tract, and the most northerly northwest corner of the herein described tract;

THENCE, with the southerly right-of-way line of said State Highway 71, the following two (2) courses:

- 1) N 87° 45' 43" E, 2.05 feet to a calculated point in a large hole (a concrete TXDOT monument with brass cap found disturbed);
- 2) A curve to the right having a radius of 5058.89 feet, an arc distance of 1554.38 feet, a central angle of 17° 36' 16", and a chord which bears S 79° 29' 26" E, 1548.27 feet to an iron rod with cap marked "property corner" found at the northwest corner of a tract of land

called to be 43.112 acres, described in a deed to John Alan Nixon, of record in Volume 1908, Page 825, of the Official Public Records of Bastrop County, Texas, said iron rod being the northeast corner of said 145.697 acre tract, and the northeast corner of the herein described tract;

THENCE, S 09° 40' 03" W, with the east line of said 145.697 acre tract, and the west line of said 43.112 acre tract, at 1090.61 feet, passing a 1/2 inch iron rod found, at 1168.33 feet, passing a 5/8 inch iron rod with cap set October 1, 2010, at 2821.99 feet, passing a 5/8 inch iron rod with cap set October 1, 2010, and continuing for a total distance of 2903.99 feet to a 1/2 inch iron rod found in the north line of a tract of land called to be 194.916 acres, described in a deed to Jo Ann Cantrell, of record in Volume 445, Page 684, of the Deed Records of Bastrop County, Texas, at the southwest corner of said 43.112 acre tract, said iron rod being the southeast corner of said 145.697 acre, and the southeast corner of the herein described tract;

THENCE, S 86° 58' 32" W, with the south line of said 145.697 acre tract, at 1406.79 feet, passing a mag nail found 0.89 feet left near the northwest corner of said 194.916 acre tract, and the northeast corner of said 5.0 acre Wyatt tract, and continuing for a total distance of 2128.20 feet to the POINT OF BEGINNING containing 145.961 acres of land within these metes and bounds;

LESS AND EXCEPT:

BEGINNING at an iron rod with cap marked "Property Corner" found June 22, 2011, in the south right-of-way line of State Highway 71, at the northeast corner of Lot 1A, Block A, Resubdivision of Lot 1, Block A, Center of Woodland Village Bastrop, a subdivision of record in Cabinet 4, Page 160-A, of the Plat Records of Bastrop County, Texas, said iron rod being the most northerly northwest corner of said 145.691 acre tract, and the most northerly northwest corner of the herein described tract;

THENCE, with the south right-of-way line of said State Highway 71, the following two (2) courses:

- 1) N 87° 45' 43" E, 2.05 feet to a large hole where concrete with TXDOT Brass Cap found disturbed;
- 2) A curve to the right having a radius of 5058.89 feet, an arc distance of 1554.38 feet, a central angle of 17° 36' 16", and a chord which bears S 79° 29' 26" E, 1548.27 feet to an iron rod with cap marked "Property Corner" found June 11, 2011, at the northwest corner of a tract of land called to be 43.112 acres, described in a deed to John Alan Nixon, of record in Volume 1908, Page 825, of the Official Public Records of Bastrop County, Texas, said iron rod being the northeast corner of said 145.691 acre tract, and the northeast corner of the herein described tract;

THENCE, S 09° 40' 03" W, with the east line of said 145.691 acre tract, and the west line of said 43.112 acre tract, at 1090.61 feet passing a 1/2 inch iron rod found June 22, 2011, and continuing

for a total distance of 1168.33 feet to a 5/8 inch iron rod with cap set October 1, 2010, found June 22, 2011, for the southeast corner of the herein described tract;

THENCE, across said 145.691 acre tract, the following two (2) courses:

- 1) A curve to the right having a radius of 1000.00 feet, an arc distance of 193.46 feet, a central angle of $11^{\circ} 05' 05''$, and a chord which bears $N 85^{\circ} 52' 07'' W$, 193.16 feet to a 5/8 inch iron rod with cap set October 1, 2010, found June 22, 2011;
- 2) $N 80^{\circ} 19' 35'' W$, 1883.70 feet to a 5/8 inch iron rod with cap set October 1, 2010, found, June 22, 2011, in the east right-of-way line of State Highway 304, same being the most westerly west line of said 145.691 acre tract, said iron rod being the southwest corner of the herein described tract;

THENCE, $N 09^{\circ} 40' 25'' E$, with the east right-of-way line of said State Highway 304, at 96.48 feet passing a 1/2 inch iron rod found June 22, 2011, and continuing for a total distance of 717.00 feet to a 1/2 inch iron rod found June 22, 2011, at the southwest corner of said Lot 1A, Resubdivision of Lot 1, Block A, Center of Woodland Village Bastrop, said iron rod being the most westerly northwest corner of said 145.691 acre tract, and the most westerly northwest corner of the herein described tract;

THENCE, $S 80^{\circ} 19' 00'' E$, with the westerly north line of said 145.691 acre tract, and the south line of said Lot 1A, 525.56 feet to a 1/2 inch iron rod found June 22, 2011, at the southeast corner of said Lot 1A, said iron rod being an ell corner of said 145.691 acre tract, and an ell corner of the herein described tract;

THENCE, $N 09^{\circ} 41' 29'' E$, with the northerly west line of said 145.691 acre tract, and the east line of said Lot 1, 492.23 feet to the POINT OF BEGINNING containing 52.684 acres of land within these metes and bounds.

**EXHIBIT “B-3” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Drainage Improvements Specifications

An earthen drainage ditch with capacity to carry stormwater from properties in the Benefitted Tracts south to the Colorado River.

**EXHIBIT "B-4" TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Escrow Agreement with Corporation

[SEE ATTACHED]

ESCROW AGREEMENT

This Escrow Agreement (herein so called) is made by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas ("Corporation"), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502, and 505, 71 Retail Partners LP, a Texas limited partnership ("Developer"), Seton Family of Hospitals, a Texas non-profit corporation ("Hospital"), and The Settle Firm, doing business as Lawyers Title Company ("Escrow Agent"). Corporation and Developer are hereinafter from time to time collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Corporation, Hospital and Developer have entered into that certain Agreement with Developer and Hospital for Construction of Stormwater Drainage Improvement dated February 12, 2018 (hereinafter, the "Agreement") wherein it is agreed that Developer shall make Improvements to the Drainage Easement, therein described; and, that such Improvements shall in part serve the stormwater drainage requirements of improvements that will be made by Corporation and Hospital on tracts of land benefited by the Drainage Easement; and

WHEREAS, pursuant to the terms of the Agreement, Corporation is obligated to contribute a portion of the costs of the Improvements to the Drainage Easement; and

WHEREAS, the purpose of this Escrow Agreement is to provide for the deposit of Corporation's share of the estimated cost of constructing the Improvements with the Escrow Agent, and provide Escrow Agent instructions for the release of the Funds as progress payments to Developer;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties and Escrow Agent agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are incorporated herein for all purposes. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement, unless context clearly requires otherwise.

2. Duties of Escrow Agent. Upon the execution of this Escrow Agreement, (i) Corporation shall deliver to Escrow Agent cash or other immediately available funds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Corporation's Funds"), (ii) Developer shall deliver to Escrow Agent cash or other immediately available funds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Developer's Funds"), and (iii) Hospital shall deliver to Escrow Agent cash or other immediately available funds in the amount of Six Hundred Twenty Five Thousand and 00/100 Dollars (\$625,000.00) (the "Hospital's Funds"). The Corporation's Funds, Developer's Funds and Hospital's Funds are collectively referred to herein as the "Funds." Each party agrees to deposit additional Funds when and as required by the Agreement, if at all. Escrow Agent shall immediately deposit the Funds in an interest-bearing account at a financial institution reasonably acceptable to the Parties (the

"Escrow Account"). All interest accruing on the Escrow Account shall become part of the Funds and shall be disbursed in accordance with the terms of this Escrow Agreement; however, and, for federal income tax purposes all interest earned on the Funds shall be deemed to be for the account of the parties in their respective Pro Rata Shares. Corporation shall pay Escrow Agent a fee of \$100.00 for the performance of Escrow Agent's obligations under this Escrow Agreement. Escrow Agent shall not be liable for any act or thing done or caused to be done by it under or pertaining to this Escrow Agreement or the Funds, except that Escrow Agent shall be liable for losses and damages caused by the fraud, gross negligence, or willful misconduct of Escrow Agent or any of its agents, employees or representatives. It is understood and agreed that in the case of any controversy, Escrow Agent may refrain from acting in any manner until it receives written agreement from all parties hereto, or Escrow Agent may interplead the Funds into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities, and responsibilities hereunder. If any controversy arises hereunder which results in Escrow Agent's interpleading the Funds into a court of competent jurisdiction, Escrow Agent shall be reasonably compensated therefor and reimbursed for all reasonable costs and expenses occasioned thereby, and the parties hereto agree jointly and severally to pay the same, and to indemnify Escrow Agent against any such expenses and costs. Escrow Agent's obligations hereunder shall not be subject to rescission or modification except upon receipt by Escrow Agent of written instructions of all the parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by Escrow Agent. Escrow Agent is not liable for the validity or accuracy of, and shall be protected in acting upon, any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties, including but not limited to Improvements Construction Progress Payment release form.

3. Utilization of Funds; Conditions to Release of Funds.

a. The Funds shall solely be used to pay for the costs to be incurred by Developer to construct the Improvements, as set forth in the Budget (the "Construction Costs"). Pursuant to the Agreement, (i) Developer is responsible for 22.22% of the Construction Costs, (ii) Corporation is responsible for 22.22% of the Construction Costs, and (iii) Hospital is responsible for 55.56% of the Construction Costs (such shares being referred to herein, respectively, as the "Pro Rata Shares" or each party's "Pro Rata Share"). Developer may make progress withdrawals in thirty (30) day intervals by furnishing to Escrow Agent, with a copy to Corporation and Hospital, an affidavit showing that the sum requested to be withdrawn is equal to Corporation's Share of total construction costs expended by Developer on prescribed Improvements, indicating the percentage of site improvements completion and estimating the date of site improvements completion. The affidavit shall be submitted by Developer or the Project Engineer substantially in the form of **Exhibit "C-2"** (each a "Pay Application").

b. Withdrawals from the escrow shall only be made upon a Pay Application and in accordance with this Section 3.b. The Escrow Agent shall be authorized to release Funds to the Developer, in one lump sum, if neither Hospital nor Corporation has delivered a written objection to such draw request within five (5) business days' of Developer's submittal of a Pay Application (or upon earlier written authorization from Hospital and Corporation's director of

economic development to do so). Each party's Funds shall be charged with its respective Pro Rata Share of each disbursement hereunder.

c. If Corporation or Hospital assumes the responsibility to complete the construction of the Improvements pursuant to Section 2.08 of the Agreement, (i) Developer shall cease to be entitled to any further disbursements of the Funds, and (ii) any Funds remaining or deposited in the Escrow Account at such time shall instead be used to make progress withdrawals for Corporation's or Hospital's construction of the Improvements, in thirty (30) day intervals, by furnishing to Escrow Agent, Developer, and Hospital or Corporation, as applicable, a Payment Application in the same manner applicable to Developer in Section 3.b. above.

d. All interest accrued in the Escrow Account shall added to the Funds; and any remaining Funds, after all payments due for the completion of construction of the Improvements have been made, shall be returned to the parties in their respective Pro Rata Shares. Notwithstanding the foregoing, if construction of the Improvements is not complete on the date that is twenty-one (21) months following the date of the Agreement, any remaining balance in the Escrow Account shall be paid by Escrow Agent to the parties in their respective Pro Rata Shares.

4. Resignation of Escrow Agent. Escrow Agent may resign as Escrow Agent under this Escrow Agreement by giving written notice to the Parties in accordance with the provisions of this Escrow Agreement at least thirty (30) days before the effective date of such resignation. Thereafter, Escrow Agent shall deliver any remaining Funds held pursuant to this Escrow Agreement upon the joint written and signed order of the Parties. If no such order is received by Escrow Agent within thirty (30) days after the giving of such notice, Escrow Agent is authorized and empowered to deposit the Funds into the registry of a court of competent jurisdiction.

5. Removal of Escrow Agent. The Parties may remove Escrow Agent, with or without cause, and appoint a substitute Escrow Agent or otherwise designate the disposition of the Funds without other formality than giving written notice to Escrow Agent at Escrow Agent's address set forth below, in which event Escrow Agent shall deliver the Funds in accordance with the joint written and signed instructions of the Parties and shall thereupon be deemed to be removed as of the date designated in such notice, or if no date is designated, as of the date such delivery is made. The Parties shall share equally in any costs incurred by them by reason of any removal of Escrow Agent; provided, however, that each of the Parties shall pay their own attorneys' fees.

6. Indemnity.

a. Corporation, Developer and Hospital hereto do hereby jointly and severally agree that Escrow Agent shall incur no liability whatsoever in connection with its good faith performance under this Escrow Agreement. Corporation, Developer and Hospital do hereby jointly and severally release and waive any claims they may have against Escrow Agent which may result from this performance in good faith of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or willful misconduct while performing as Escrow Agent under this agreement. Specifically, Escrow Agent shall have no liability for any loss, damage, costs, or attorney fees, resulting from a delay

in the electronic wire transfer of funds, unless said loss is caused by the direct result of Escrow Agent's gross negligence or willful misconduct.

b. In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby, and Corporation, Developer and Hospital hereto agree jointly and severally to pay the same, to indemnify Escrow Agent against any loss, liability or expense incurred in any act or thing done by it hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities and responsibilities hereunder.

c. The undersigned agree to save and hold harmless Escrow Agent from any liability arising under and as a result of this Escrow Agreement other than for the gross negligence or willful misconduct of Escrow Agent and further agree that Escrow Agent may, at its option, require the receipt, release and authorization in writing of all parties before paying money or delivering or redelivering documents or property to any party or to third parties. Escrow Agent shall not be liable for any interest or other charges on the money held by it.

d. The Corporation, Developer and Hospital hereby indemnify and hold Escrow Agent from any and all claims, causes of action, liabilities, obligations, damages, interest, compensation, losses and expenses ("Claims") arising out of or in any way related to any Claims of any person, broker, agent, real estate broker, lien holder, real estate agent, materialmen, attorney, mortgage broker, bank, debt placement broker, lender or lender's agent (a "Claimant") who has any ties in any manner to this transaction and the Property. The obligation to indemnify Escrow Agent shall apply regardless of any agreement or purported agreement by and between Corporation, Developer and Hospital or any claimants, it being the express intention that Escrow Agent shall have no liability to any claimants with claims arising under or in any way related to the transaction with this Property.

7. Notices. All notices, requests, approvals, and other communications required or permitted to be delivered under this Escrow Agreement must be in writing and are effective upon receipt if delivered personally or by confirmed electronic mail transmission, so long as notice by electronic mail transmission is also sent simultaneously by another means provided herein; one (1) day after delivery to a nationally recognized, overnight courier service; or two (2) days after being deposited in the United States mail, certified, return receipt requested, postage prepaid, to the addresses for each party set forth below:

Corporation: City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602
Email:

With copy to: Habib H. Erkan Jr.
Denton, Navarro, Rocha, Bernal & Zech, P.C.
A Professional Corporation
2517 N. Main Avenue
San Antonio, Texas 78212
Email: habib.erkhan@rampage-sa.com

Developer: 71 Retail Partners, L.P.
Attention: Doug MacMahon
8214 Westchester Drive, Suite 550
Dallas, Texas 75225
Email: dm@morancap.com

Hospital: Seton Family of Hospitals
c/o Ascension Health
1300 W. 34th Street
Austin, TX 78705
Attention: Jason Turman, Real Estate
Telephone: 512-324-3174
Email: Jason.turman@ascension.org

With copy to: Hall, Render, Killian, Heath & Lyman, P.C.
500 N. Meridian Street, Suite 400
Indianapolis, IN 46204
Attention: Robert A. Hicks
Telephone: 317-633-1433
Email: rhicks@hallrender.com

Escrow Agent: The Settle Firm
Lawyers Title Company
4131 N. Central Expressway, Ste. 450
Dallas, Texas 75204
Attention: Johanna Howell
Telephone: 214-751-3853
Email: johanna.howell@lawyerstitle.com

8. Miscellaneous Provisions.

a. Business Day. The term “business day” as used herein shall mean any calendar day that is not a Saturday, Sunday or legal holiday recognized and observed by the City of Bastrop.

b. No Oral Modification. This Escrow Agreement may not be modified, amended or altered except by an agreement in writing signed by the Parties and Escrow Agent.

c. Governing Law. This Escrow Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Escrow Agreement. Venue of any case or controversy arising under or pursuant to this Escrow Agreement shall lie exclusively in Bastrop County, Texas.

d. Severability. If any covenant, provision, or agreement of this Escrow Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Escrow Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Escrow Agreement shall not be affected thereby, and that this Escrow Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

e. Entirety. This Escrow Agreement and the Agreement embody the entire agreement between the parties, and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. To the extent of any conflict between this Escrow Agreement and the Agreement, the parties hereby agree that to the greatest extent possible, any such conflicts shall be resolved to effectuate the intent of the parties, but the Agreement shall in all events govern and control.

f. Binding Effect and Assignment. The terms of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that no party hereto may, without the prior written consent of each of the others (such consent not to be unreasonably withheld, conditioned or delayed), assign any rights, powers, duties, or obligations hereunder, and further provided, however, that this Escrow Agreement shall not inure to the benefit of any party other than the parties to this Escrow Agreement. There are no third-party beneficiaries of this Escrow Agreement or the Agreement.

g. Headings. Section headings are for convenience of reference only and shall in no way affect the interpretation of this Escrow Agreement.

h. Counterparts. This Escrow Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Escrow Agreement by signing any such counterpart.

i. Time of the Essence. Time is of the essence of this Escrow Agreement.

j. Cooperation. Upon the reasonable request of Escrow Agent, each of the Parties agree to promptly provide written authorization to Escrow Agent to do or perform any actions required of it hereunder, so long as all necessary conditions precedent to such actions (as set forth) have been satisfied.

[Signature page follows.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the dates set forth beneath the signatures of each party below, to be effective the latter date executed.

DEVELOPER:

71 RETAIL PARTNERS LP,
a Texas limited partnership

By: MC Bastrop 71 GP, LLC,
a Texas limited liability company,
its general partner

By: [Signature]
Name: DRUKE MAMATHA
Title: MANAGER

CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the dates set forth beneath the signatures of each party below, to be effective the latter date executed.

DEVELOPER:

71 RETAIL PARTNERS LP,
a Texas limited partnership

By: MC Bastrop 71 GP, LLC,
a Texas limited liability company,
its general partner

By: D.H. Wul
Name: Douglas MacMahan
Title: Manager


CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: M a K K
Name: Shawn Kirkpatrick
Title: Executive Director

HOSPITAL:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: 
Printed: SCOTT HERNDON
Title: CFO

ESCROW AGENT:

THE SETTLE FIRM,
doing business as Lawyers Title Company

By: _____
Name: _____
Title: _____
Date: _____

HOSPITAL:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: _____
Printed: _____
Title: _____

ESCROW AGENT:

THE SETTLE FIRM,
doing business as Lawyers Title Company

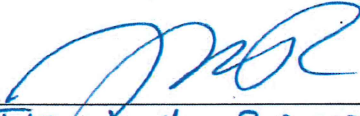
By:  _____
Name: JUSTIN M. ROBERTS
Title: GENERAL COUNSEL
Date: 2/6/2018

EXHIBIT “C-1” TO THE ESCROW AGREEMENT
Performance Agreement

[SEE ATTACHED]

EXHIBIT “C-2” TO THE ESCROW AGREEMENT
Progress Payment Release Form

[SEE ATTACHED]

PROGRESS PAYMENT RELEASE FORM

Affidavit

State of Texas §
 §
County of Bastrop §

Before me, the undersigned authority in and for the state and county aforesaid, on this day personally appeared _____, in his capacity as _____ of MC Bastrop GP, LLC, a Texas limited liability company, the general partner of 71 Retail Partners, LP, a Texas limited partnership ("Developer"), who, being by me first duly sworn upon his oath deposes and says:

I, _____, on behalf of Developer, certify the following:

- 1) This is the first withdrawal request since (Insert Date)
- 2) This request is for the withdrawal of the sum of \$_____ from the escrow account heretofore deposited.
- 3) As of the date of this withdrawal request the total expenditures made toward completion of the Drainage Improvements described in the Escrow Agreement is \$_____.00 (the "Total Expenditures to Date") and, including this withdrawal, the total amount of withdrawals from this Escrow Account equals \$_____.00, which is ____% of the Total Expenditures to Date.

Further Affiant sayeth not.

Signature of Affiant

Affiant's Printed Name

Affiant's Title

State of Texas §
 §
County of Bastrop §

Sworn to and subscribed before me by _____ on this _____
_____ day of _____, 20____.

(personalized seal)

Notary Public's Signature

**EXHIBIT “B-5” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Budget

[SEE ATTACHED]

EXHIBIT “A-2” TO THE PERFORMANCE AGREEMENT
Drainage Easement

[SEE ATTACHED]



EASEMENT
200803574
21 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective the 13th day of March, 2008, by and between JO ANN GRIESENBECK CANTRELL, an individual residing in Bastrop County, Texas, conveying herein her sole and separate property, and joined herein pro forma by her husband, WILLIAM CANTRELL ("Cantrell", also referred to herein as "Grantor") and BASTROP GROVE PARTNERS, LTD., a Texas limited partnership ("BGP", also referred to herein as "Grantee"), for the purposes and considerations set forth:

Recitals

A. Cantrell owns that certain 194.92 acre tract of land in Bastrop County which is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Cantrell Tract").

B. BGP is the owner of that certain 145.697 acre tract of land located at FM 304 and State Highway 71 in Bastrop County, Texas and located adjacent and north of the Cantrell Property, and being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes (the "BGP Tract").

C. BGP and Cantrell desire to establish a drainage easement across the Cantrell Tract for the benefit of the BGP Tract and are executing this Agreement for the purposes of evidencing and confirming their agreements concerning the drainage easement as hereinafter set forth:

Agreements:

NOW, THEREFORE, in consideration of the premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

1. Grant of Easement. JO ANN GRIESENBECK CANTRELL, an individual residing in Bastrop County, Texas, conveying herein her sole and separate property, and joined herein pro forma by her husband, WILLIAM CANTRELL hereby GRANTS, SELLS, and CONVEYS to BASTROP GROVE PARTNERS, LTD., a Texas limited partnership, its successors in interest, assigns, deed of trust beneficiaries, mortgagees and any other person or entity now or hereafter acquiring an interest in the BGP Tract, a perpetual, exclusive easement (hereinafter described) for the uninterrupted conveyance of drainage and stormwater runoff from the BGP Tract over, across, under and through the portion of the Cantrell Tract which lies within the Easement (the

RECORDER'S MEMORANDUM

DRAINAGE EASEMENT AGREEMENT

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document was not clearly legible
for satisfactory reproduction.

PAGE 1 OF 7

"Easement Land" hereinafter described), and for the purpose of excavating, laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing a stormwater conveyance channel (the "Channel Improvements") within the Easement, together with the right of ingress and egress over and upon the Easement for inspection and monitoring including without limitation the right to clear and remove vegetation, siltation or debris to the extent necessary to maintain and protect the Easement and the Channel Improvements for the conveyance of drainage and stormwater runoff from the BGP Tract. The Easement Land subject to this Easement is described by metes and bounds on Exhibit "C" which is attached hereto and is incorporated herein for all purposes. This Easement shall not be deemed in any manner to create or grant any rights to use the Easement for any other purpose or create or grant any rights to the owner of, or for the benefit of, any other land. The Easement, the rights and privileges hereby granted by Cantrell to BGP are further made by Cantrell and accepted by BGP subject to the Exceptions to Conveyance set forth in the Exhibit "D" which is attached hereto and incorporated by reference herein for all purposes.

2. Covenants Running with the Land. Without limiting the provisions of Section 1 above, it is understood and agreed that, except as otherwise described in this Agreement, the provisions of this Agreement shall be deemed to be covenants running with the land which are for the benefit of the BGP Tract (the "Benefited Tract") and a burden on the Easement Land within the Cantrell Tract (the "Burdened Tract") as set forth herein.

3. Construction of Channel Improvements. All Channel Improvements constructed within the Easement shall be constructed by the owner of the Benefited Tract (the "Easement Owner") at such party's expense in accordance with the design specifications described in Exhibit "E" which is attached hereto and incorporated by reference herein for all purposes. During the period of any construction, repair or modification of the Channel Improvements, the Easement Owner shall have reasonable access across land within the Cantrell Tract adjoining the Easement to the extent necessary to accomplish Easement Owner's construction, repair or modification objectives. During such periods of construction, repair or modification of the Channel Improvements, Cantrell and the Easement Owner shall cooperate in achieving Easement Owner's construction objectives while minimizing as much as possible any interference with Cantrell's use of the land adjoining the Easement.

4. Covenants of the Easement Owner. The Easement Owner shall comply with the following covenants:

(a) The Easement Owner, in operating the Benefited Tract shall comply with all applicable federal, state and local environmental regulations.

(b) In the event of a discharge of a hazardous substance or other harmful debris from the Benefited Tract onto the Easement Land, and upon notification by Cantrell or any government official to the Easement Owner of said discharge, the Easement Owner shall remove any such hazardous substances or debris deposited on the Cantrell Tract.

(c) The Easement Owner shall inspect the Easement and the Channel Improvements at regular intervals and shall be responsible for maintaining the Easement and the

Channel Improvement including the removal of obstructions to the drainage flow which may arise within the area of the Channel Improvements.

(d) The Easement Owner shall not cause any noxious, toxic, hazardous, or harmful matters to enter into the easement from the property of the Easement Owner in violation of applicable environmental regulations, and shall take reasonable action to prevent other parties under Easement Owner's control from causing such a violation when there is a reasonably foreseeable danger that a violation will occur.

(e) In the event that water or other effluent does not properly flow through the drainage channel, the Easement Owner shall be responsible to improve the drainage channel so that water does not accumulate in ponds or pools or otherwise cause drainage to stagnate, attracting mosquitoes or otherwise harming the environment.

5. Covenants of Owner of the Burdened Tract. The Owner of the Burdened Tract shall comply with the following covenants:

(a) The Owner of the Burdened Tract shall not make any use of the Easement Land which is inconsistent with the uses and the purpose for which the Easement has been granted. Without limiting the generality of this provision, no permanent structure or improvement such as trees, buildings, paving, sheds or other structures (other than the Channel Improvements constructed by the Easement Owner) or any obstructions, shall be placed upon the Easement Land by the Owner of the Burdened Tract.

6. Indemnity.

(a) The Easement Owner shall indemnify and hold harmless the Owner of the Burdened Tract from all claims, demands, causes of action and suits of any nature whatsoever, arising out of Easement Owner's use of the Easement, which use shall include any inspections, construction activities and maintenance activities conducted by Easement Owner or conducted on behalf of Easement Owner by any employee, agent, contractor, invitee or licensee of Easement Owner,

(b) The Easement Owner shall indemnify and hold harmless Cantrell from all claims, demands, causes of action and suits of any nature whatsoever, arising solely out of the use of the Easement Land (but no other part of the Cantrell Tract) by any trespassers; provided, however, that the indemnity contained in this Paragraph 6(b) shall not run with the land, and shall terminate and expire immediately upon any sale or other transfer by Cantrell of the Easement Land.

(c) The Owner of the Burdened Tract shall indemnify and hold harmless the Easement Owner from all claims, demands, causes of action and suits of any nature whatsoever, arising out of the use of the Easement Land by the Owner of the Burdened Tract or by any employee, agent, contractor, invitee or licensee of the Owner of the Burdened Tract.

7. Ad Valorem Taxes and Insurance. Each tract owner will pay the ad valorem taxes attributable to each owner's respective tract. The Owner of the Burdened Tract will pay the ad valorem taxes attributable to said tract. Each tract owner will be responsible for insuring its respective interests in connection with such owner's activities which may involve the use of the Easement. Notwithstanding the foregoing, and subject to the requirements of this Section, for a period of twenty (20) years from the date of this Agreement, and solely in the event of an actual increase in ad valorem taxes on the Cantrell Tract related directly to the construction of the Channel Improvements within the Easement Land, the Easement Owner shall reimburse Cantrell for the amount of any increase in ad valorem taxes assessed against the Cantrell Tract which is directly attributable to the construction of the aforesaid Channel Improvements. Within thirty (30) days after written notice from Cantrell to the Easement Owner, accompanied by (i) an invoice evidencing payment of such taxes, and (ii) correspondence from the applicable taxing authority specifically confirming that such increase in taxes is directly due to the construction of the Channel Improvements, the Easement Owner shall pay to Cantrell any increased taxes as described herein. In the event Cantrell intends to request reimbursement from the Easement Owner for any increase in ad valorem taxes as described hereinabove, then, as a condition to such request, Cantrell shall provide to the Easement Owner a copy of the proposed appraisal values received from the appraisal district within thirty (30) of receipt by Cantrell. In no event shall the Easement Owner be responsible for any increase in ad valorem taxes arising due to a change in the use of the Cantrell Tract.

8. Remedies. In the event of a breach of any of the covenants of this Agreement the non-breaching party shall be entitled to pursue any applicable remedies at law or equity which may be available.

9. Compliance with Applicable Law. The construction, operation and maintenance of the Easement shall, at all times, comply with all applicable laws.

10. Amendment and Termination. The provisions of this Agreement may be amended or terminated, in whole or in part, from time to time, and at any time, by written instrument signed by the owners of the Benefited Tract and the Burdened Tract and recorded in the official records of real property in Bastrop County, Texas, and may not be otherwise amended.

11. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of BGP and Cantrell.

12. Controlling Law. This Agreement is entered into pursuant to and shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement will be performed in Bastrop County, Texas.

13. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Land or any Channel Improvements thereon to the general public, for the general public or for any public use or purpose whatsoever.

14. Mortgagee Protection. This Agreement shall not restrict any party's right to assign or convey its interest in its tract or a portion of a tract or in this Agreement to a mortgagee as

additional security or as collateral security for a loan, provided however that any and all mortgages or deeds of trust encumbering any portion of the Cantrell Tract within the Easement Land must be subordinate and subject to the terms of this Agreement.

15. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and agreements as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement; including, without limitation, such amendments of this Agreement as may be reasonably requested by any party in connection with the sale or encumbrance of either tract, as long as such amendments do not materially and adversely affect the rights and obligations of the other party and its successors and assigns hereunder.

16. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, corporation or entity, other than the parties hereto and their respective successors and assigns, and the future owners of the Benefited Tract and the Burdened Tract or any portion of either tract, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended for the sole and exclusive benefit of BGP and Cantrell and their respective successors and assigns as the respective owners of the Benefited Tract and the Burdened Tract and the future owners of those tracts.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

18. Entire Agreement. This Agreement contains the entire agreement between BGP and Cantrell with respect to the subject matter hereof, and no oral statements or prior written matter not specifically incorporated herein will be of any force and effect.

M:\5000\5200\5202\5202.052 Purchase from Cantrell\Closing Documents\Drainage Easement Agreement.Ex.doc

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

JoAnn Griesenbeck Cantrell
JOANN GRIESENBECK CANTRELL

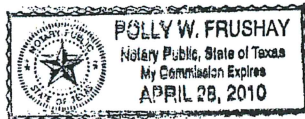
Joined herein pro forma by her husband:

William Cantrell
WILLIAM CANTRELL

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

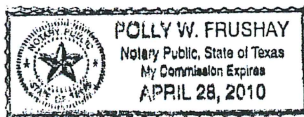
This instrument was acknowledged before me on the 13th day of March, 2008, by Jo Ann Griesenbeck Cantrell.



Polly W. Frushay
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 13th day of March, 2008, by William Cantrell.



Polly W. Frushay
Notary Public, State of Texas

GRANTEE:

BASTROP GROVE PARTNERS, LTD.,
a Texas limited partnership

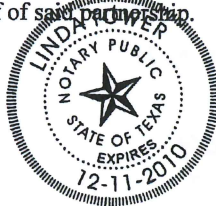
By: Bastrop Management Company, L.L.C.,
a Texas limited liability company,
its general partner

By: Thomas O. Brundage
Thomas O. Brundage, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 13th day of March, 2008, by Thomas O. Brundage, manager of Bastrop Management Company, L.L.C., a Texas limited liability company, the sole general partner of Bastrop Grove Partners, Ltd., a Texas limited partnership, on behalf of said partnership.



Linda Power
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Mr. Douglas V. McNeel
Barton, East & Caldwell, L.L.P.
One Riverwalk Place, Suite 1825
700 N. St. Mary's Street, Suite 1825
San Antonio, Texas 78205

EXHIBIT "A"

FIELD NOTE DESCRIPTION 194.92 ACRES OF LAND OUT OF M. ROUSSEAU SURVEY, BASTROP COUNTY, TEXAS

Being 194.92 acres of land, more or less, being the residue of a 209.00 acre tract of land, more or less, and being a part of the M. ROUSSEAU LEAGUE, in Bastrop County Texas, and being more particularly described below by metes and bounds as First Tract and Second Tract, SAVE AND EXCEPT a 10.090 acre tract (Tract A) and a 3.994 acre tract (Tract B), more particularly described below by metes and bounds, the said 194.92 acres of land being the same real property described in the General Warranty Deed from Jack A. Griesenbeck and wife, Ruby Griesenbeck to Jo Ann Griesenbeck Cantrell, dated December 19, 1986 and recorded at Volume 445, Page 684, Official Records of Bastrop County, Texas.

FIRST TRACT:

115.00 acres of land, more or less, BEGINNING at the northeast corner of Tract #3, a rock in league line from which bears a stand pipe (in town of Bastrop) north 69-1/4 east and the east chimney of the Fitzwilliam residence south 68-1/2 west.

THENCE south 1,064 varas to a corner on the south side of lane from which bears a forked hackberry north 75-1/2 east and an elm south 77-1/2 east.

THENCE south 8 degrees 45' west 277 varas to a corner on a little hill near the river from which bears a pecan south 53-3/4 east and a do. south 70-1/2 east.

THENCE south 60 east to the northwest margin of the river.

THENCE up said river margin with its meanders to the intersection with same of the west line of Tract #5, a corner on the bluff from which bears a cottonwood 3 feet in diameter south 71-1/2 east 31 varas, and a mesquite south 51-1/2 west 20 varas and a hackberry north 15-1/2 east.

THENCE north with the west line of No. 5, 957 varas to a rock corner on the league line from which bears the spire of the Court House north 74-1/2 east and the stand-pipe north 65 east.

THENCE south 595-1/2 varas to the PLACE OF BEGINNING, containing 115.00 acres of land, more or less.

SECOND TRACT:

94.00 acres of land, more or less, BEGINNING at the northeast corner of Tract #4, a rock for corner in the league line, from which bears the spire of the court house north 7-1/2 east varas, and a mesquite south 51-1/2 west 20 varas.

THENCE up the north margin of the river with its meanders to an intersection with same of the east line of No. 5 (also with the west line of B.C. Duval's land).

THENCE with said line north 354 varas to the field fence 1,000 varas to corner on league line.

THENCE west 578 varas to the corner and PLACE OF BEGINNING, containing 94 acres of land, and all bearing trees marked X.

And being Tract #4 awarded to Nannie Fitzwilliam in partition deed recorded in Volume 40, Page 181, Deed Records of Bastrop County, Texas, and Tract #2, being Tract #5 in partition deed awarded to Fannie McPhaul in said partition deed recorded in Volume 40, Page 181, Deed Records of Bastrop County, Texas.

The aforesaid First Tract and Second Tract both being the same property described in deed dated December 4, 1967, executed by John J. McPhaul, et al to Jack A. Griesenbeck and wife, Ruby Griesenbeck, recorded in Volume 184, Page 231 et seq., Deed Records of Bastrop County, Texas.

EXHIBIT "A"

Page 2 of 4

SAVE AND EXCEPT:

TRACT A
10.090 ACRE TRACT OUT OF A 209 ACRE TRACT
IN THE M. ROUSSEAU SURVEY IN BASTROP COUNTY, TEXAS

Being a 10.090 acre tract or parcel of land out of and being a part of the M. ROUSSEAU SURVEY in Bastrop County, Texas and being a part of that certain 209 acre tract described as First Tract, a 115 acre tract and Second Tract, a 94 acre tract in a deed from John J. McPhaul, et al to Jack A. Griesenbeck and wife, Ruby Griesenbeck dated December 4, 1967 recorded in Vol. 184, Page 231, Bastrop County Deed Records. Herein described 10.090 acre tract or parcel being more particularly described by acres and bounds as follows:

COMMENCING for reference at a steel fence corner found in the north line of the before mentioned M. ROUSSEAU SURVEY, the occupied northwest corner of the before mentioned 209 acre tract.

THENCE with the west line as fenced of the said 209 acre tract, South, at 2765.25 feet pass a fence corner post, the northeast corner of that certain 101.97 acre tract described in a deed from R. M. Hodgson and wife, Sammie M. Hodgson to Jack A. Griesenbeck and wife, Ruby Griesenbeck dated January 14, 1966 recorded in Vol. 173, Page 530, Bastrop County Deed Records, in all 2955.56 feet to an iron rod set in the south line of a lane, an angle corner of the said 209 acre tract, for the POINT OF BEGINNING, the northwest corner of this tract.

THENCE with the south line of the said lane, N 82° 56' 37" E, 407.15 feet to an iron rod set; N 88° 47' 26" E, 75.05 feet to an iron rod set for the northeast corner of this tract.

THENCE S 13° 55' 00" E, 166.37 feet to an iron rod set; S 65° 43' 00" W, 211.68 feet to an iron rod set; S 28° 40' 06" E, 418.18 feet to a point on the low bank of the Colorado River, the south or southeast line of the before mentioned 209 acre tract, for the east or southeast corner of this tract.

THENCE with the meanders of the low bank of the Colorado River, the south or southeast line of the said 209 acre tract, S 45° 00' 49" W, 114.83 feet; S 36° 38' 58" W, 183.76 feet to an iron rod set for the most southerly corner of the said 209 acre tract, the east or southeast corner of the before mentioned 101.97 acre tract, for the most southerly corner of this tract.

THENCE leaving the low bank of the Colorado River with a lower north line of the said 101.97 acre tract, the south line of the said 209 acre tract, N 60° 00' 00" W, 385.24 feet to an iron rod set for the southwest corner of the said 209 acre tract, an interior corner of the said 101.97 acre tract, for the southwest corner of this tract.

THENCE with the west line of the said 209 acre tract, the upper east line of the said 101.97 acre tract, N 8° 45' 00" E, 769.44 feet to the POINT OF BEGINNING containing 10.090 acres of land.

EXHIBIT "A"

Page 3 of 4

SAVE AND EXCEPT:

TRACT B
3.994 ACRE TRACT OUT OF A 209 ACRE TRACT
IN THE M. ROUSSEAU SURVEY IN BASTROP COUNTY, TEXAS

Being a 3.994 acre tract or parcel of land out of and being a part of the M. ROUSSEAU SURVEY in Bastrop County, Texas and being a part of that certain 209 acre tract described as First Tract, a 115 acre tract and Second Tract, a 94 acre tract in a deed from John J. McPhaul, et al to Jack A. Griesenbeck and wife, Ruby Griesenbeck dated December 4, 1967 recorded in Vol. 184, Page 231, Bastrop County Deed Records. Herein described 3.994 acre tract or parcel being more particularly described by metes and bounds as follows:

COMMENCING for reference at a steel fence corner found in the north line of the before mentioned M. ROUSSEAU SURVEY, the occupied northwest corner of the before mentioned 209 acre tract.

THENCE with the west line as fenced of the said 209 acre tract, South, at 2765.25 feet pass a fence corner post, the northeast corner of that certain 101.97 acre tract described in a deed from H. M. Hodgson and wife, Sammie M. Hodgson to Jack A. Griesenbeck and wife, Ruby Griesenbeck dated January 14, 1966 recorded in Vol. 173, Page 530, Bastrop County Deed Records, in all 2955.56 feet to an iron rod set in the south line of a lane, an angle corner of the said 209 acre tract.

THENCE with the south line of the said lane, N 82° 56' 37" E, 407.15 feet to an iron rod set; N 81° 47' 26" E, 75.05 feet to an iron rod set for the POINT OF BEGINNING, the northwest corner of this tract.

THENCE continuing with the south line of the said lane, N 88° 45' 06" E, 205.83 feet to an iron rod set for the northeast corner of this tract.

THENCE S 29° 02' 16" E, 342.15 feet to a point on the low bank of the Colorado River, the south or southeast line of the said 209 acre tract, for the southeast corner of this tract.

THENCE with the meanders of the low bank of the Colorado River, the south or southeast line of the said 209 acre tract, S 45° 39' 48" W, 184.93 feet; S 45° 00' 49" W, 271.22 feet to a point for the southwest corner of this tract.

THENCE leaving the low bank of the Colorado River, N 28° 40' 06" W, at 182.79 feet pass an iron rod set for reference on the high bank of said river, in all 418.38 feet to an iron rod set for an angle corner of this tract.

THENCE N 65° 43' 00" E, 211.68 feet to an iron rod set; N 13° 55' 00" W, 166.37 feet to the POINT OF BEGINNING containing 3.994 acres of land.

EXHIBIT "A"

Page 4 of 4

EXHIBIT "B"



P. O. Box 324
Cedar Park, Texas 78613-0324
(512) 259-3361 Phone
(512) 259-3381 Fax

PERIMETER FIELD NOTE DESCRIPTION
145.697 ACRES OF LAND
NANCY BLAKEY SURVEY NO. 98

BEING A 145.697 ACRE TRACT OF LAND OUT OF AND A PART OF THE NANCY BLAKEY SURVEY NO. 98, IN BASTROP COUNTY, TEXAS, SAME BEING THAT CALLED 145.697 ACRE TRACT OF LAND CONVEYED TO BRUNDAGE BASTROP, LTD. UNDER WARRANTY DEED DATED MAY 10, 2001 RECORDED IN VOLUME 1130, PAGE 014, OF THE BASTROP COUNTY OFFICIAL RECORDS (BCOR), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" iron rod found in the East right-of-way line of F.M. Highway No. 304, a county road of varying width found recorded in Volume 129, Page 637, BCOR, being in the occupied common line of the Nancy Blakey Survey No. 98 and the Mazza Rousseau Survey No. 56, and being the Northwest corner of a 5.0 acre tract of land conveyed to Clodde S. Wyatt by deed recorded in Volume 165, Page 772, BCOR, for the Southwest corner hereof;

THENCE, with the East line of said F.M. Highway No. 304 and the West line hereof, on or near a barbed wire fence, N 11°28'07" E, 2901.86 feet to a 1/4" iron rod found being the Southwest corner of a 5.01 acre remainder tract of a 150.549 acre tract of land conveyed to Hal and Lisa Berdoll by deed recorded in Volume 631, Page 409, BCOR, for the Northwest corner hereof;

THENCE, leaving said F.M. Highway No. 304, with the South and East lines of said remainder tract and the North line hereof, on or near a barbed wire fence, the following two (2) courses:

1.) S 78°30'08" E, 525.40 feet to a 1/4" iron rod found being the Southeast corner of said remainder tract, for an interior point in the North line hereof;

2.) N 11°30'24" E, 492.03' to a 1/4" iron rod found in the South line of State Highway No. 71 found recorded in Volume 147, Pages 429-431, BCOR, being the Northeast corner of said remainder tract, for a point in the North line hereof;

THENCE, with the South line of said State Highway No. 71 and the North line hereof, on or near a barbed wire fence, along a curve to the right having a radius of 5038.31 feet and a chord bearing S 77°43'37" E, a chord distance of 1550.48 feet to a 1/4" iron rod found being the Northwest corner of a 43.00 acre tract of land conveyed to Lisa Berdoll, Trustee, by deed recorded in Volume 631, Page 485, BCOR, for the Northeast corner hereof;

THENCE, leaving said State Highway No. 71, with the West line of said Berdoll tract and the East line hereof, on or near a barbed wire fence, S 11°27'49" W, (bearing basis and directional control line) 2904.02 feet to a 1/4" iron rod found in the occupied common lines of said Nancy Blakey Survey No. 98 and said Mazza Rousseau Survey No. 56, being the Southwest corner of said Berdoll tract and a point in the North line of a 194.92 acre tract of land conveyed to Jo Ann Griesenbeck Cantrell by deed recorded in Volume 445, Page 684, BCOR, for the Southeast corner hereof;

THENCE, leaving said Berdoll tract, with the North line of said Cantrell tract and the South line hereof, on or near a barbed wire fence, passing at 1407.26 feet a point being the Northwest corner of said Cantrell tract and the Northeast corner of said Smith tract, S 88°46'14" W, and continuing with the North line of said Wyatt tract, for a total distance of 2128.35 feet to the place of BEGINNING hereof containing 145.697 acres of land.

A separate Sketch accompanies this Perimeter Field Note Description.


Charles G. Walker
Registered Professional Land Surveyor No. 5283
Job No. 109015

October 24, 2003
Date of Field Survey

Page 1 of 1

EXHIBIT "C"DESCRIPTION

DESCRIPTION OF 11.563 ACRES OF LAND SITUATED IN THE MAZEA ROUSSEAU SURVEY NO. 56, IN BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND SAID TO CONTAIN 194.92 ACRES OF LAND, DESCRIBED IN DEED TO JO ANN GRIESENBECK CANTRELL OF RECORD IN VOLUME 445, PAGE 684 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS; SAID 11.563 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with cap found in the north line of said Cantrell tract, for the southeast corner of that certain tract of land said to contain 145.697 acres of land described in deed to Bastrop Grove Partners, Ltd., of record in Volume 1698, Page 245 of the Official Records of Bastrop County, Texas, and the southwest corner of that certain tract of land said to contain 43.112 acres of land described in deed to CHP Properties, Ltd., of record in Volume 1413, Page 857 of the Official Records of Bastrop County, Texas, from which a 1/2 inch iron rod with cap (Property Corner) found for the southeast corner of said CHP Properties, Ltd., tract, bears N86°58'42"E a distance of 953.42 feet;

THENCE with the north line of said Cantrell tract and the south line of said Bastrop Grove Partners, Ltd., tract, S86°58'42"W a distance of 48.19 feet to a point for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE over and across said Cantrell tract, the following, twenty-two (22) courses and distances:

1. S11°42'54"W a distance of 77.13 feet to a point;
2. S03°16'34"E a distance of 853.40 feet to a point;
3. S04°42'31"E a distance of 222.80 feet to a point at the beginning of a curve to the right;
4. With said curve to the right an arc distance of 261.06 feet, having a radius of 800.00 feet, a central angle of 18°41'51", and a chord which bears S04°38'23"W a distance of 259.91 feet to a point;
5. S13°59'18"W a distance of 189.30 feet to a point at the beginning of a curve to the

left;

6. With said curve to the left an arc distance of 363.58 feet, having a radius of 1350.00 feet, a central angle of $15^{\circ}25'51''$, and a chord which bears $S06^{\circ}16'23''W$ a distance of 362.48 feet to a point;
7. $S01^{\circ}26'33''E$ a distance of 197.06 feet to a point;
8. $S00^{\circ}37'50''W$ a distance of 100.41 feet to a point;
9. $S40^{\circ}08'24''E$ a distance of 27.70 feet to a point;
10. $S11^{\circ}59'14''W$ a distance of 112.49 feet to a point;
11. $S29^{\circ}36'57''W$ a distance of 147.88 feet to a point;
12. $S03^{\circ}28'22''W$ a distance of 106.26 feet to a point;
13. $S18^{\circ}37'19''W$ a distance of 67.03 feet to a point;
14. $S00^{\circ}30'59''W$ a distance of 70.47 feet to a point;
15. $S32^{\circ}30'41''E$ a distance of 106.60 feet to a point;
16. $S05^{\circ}47'43''W$ a distance of 61.84 feet to a point;
17. $S79^{\circ}48'16''W$ a distance of 28.72 feet to a point;
18. $S41^{\circ}49'29''W$ a distance of 62.67 feet to a point;
19. $S33^{\circ}08'04''W$ a distance of 62.47 feet to a point;
20. $S15^{\circ}58'58''E$ a distance of 18.81 feet to a point;
21. $N53^{\circ}57'26''E$ a distance of 30.57 feet to a point;
22. $S39^{\circ}34'27''E$ a distance of 76.96 feet to a point on the north bank of the Colorado River, for the easternmost southeast corner of the herein described tract;

THENCE with the meanders of the north bank of said Colorado River, the following three (3) courses and distances:

1. $S50^{\circ}25'33''W$ a distance of 114.99 feet to a point;
2. $S47^{\circ}42'18''W$ a distance of 64.37 feet to a point;
3. $S50^{\circ}50'58''W$ a distance of 46.53 feet to a point for the southeast corner of that certain tract of land said to contain 3.994 acres of land described in deed to Jack A. Griesenbeck of record in Volume 184, Page 231 of the Official Records of Bastrop County, Texas, and for the south corner of the herein described tract;

THENCE with the east line of said 3.994 acre tract, $N32^{\circ}38'15''W$ a distance of 314.02 feet to a point, from which a 1/2 inch iron rod found for an interior ell corner of said 3.994 acre tract and an exterior ell corner of that certain tract of land said to contain 10.090 acres of land described in deed to Jack A. Griesenbeck of record in Volume 184, Page 231 of the Official Records of Bastrop County, Texas, bears $N32^{\circ}38'15''W$ a distance of 28.13 feet to

a calculated point for the northeast corner of said 3.994 acre tract, S85°09'07"W a distance of 205.83 feet to a calculated point for the northernmost northwest corner of said 3.994 acre tract and the northeast corner of said 10.090 acre tract, and S17°30'59"W a distance of 166.37 feet;

THENCE over and across said Cantrell tract, the following, twenty-four (24) courses and distances:

1. N58°46'12"E a distance of 39.85 feet to a point;
2. N63°48'18"E a distance of 64.50 feet to a point;
3. N14°02'29"W a distance of 9.70 feet to a point;
4. N73°33'52"W a distance of 34.96 feet to a point;
5. N26°00'20"W a distance of 129.24 feet to a point;
6. N56°14'37"W a distance of 67.28 feet to a point;
7. N15°37'06"E a distance of 19.22 feet to a point;
8. N68°07'33"E a distance of 87.95 feet to a point;
9. N28°58'56"E a distance of 152.26 feet to a point;
10. N06°19'30"E a distance of 107.74 feet to a point;
11. N19°18'13"E a distance of 42.37 feet to a point;
12. N02°58'19"W a distance of 46.42 feet to a point;
13. N67°25'44"E a distance of 102.32 feet to a point;
14. N43°57'41"E a distance of 133.93 feet to a point;
15. N19°43'55"W a distance of 85.62 feet to a point;
16. N17°20'35"E a distance of 64.34 feet to a point;
17. N00°45'36"W a distance of 150.96 feet to a point;
18. N02°02'28"E a distance of 103.11 feet to a point;
19. N05°05'47"E a distance of 150.36 feet to a point;
20. N12°57'30"E a distance of 202.21 feet to a point at the beginning of a curve to the left;
21. With said curve to the left an arc distance of 350.12 feet, having a radius of 1500.00 feet, a central angle of 13°22'25", and a chord which bears N06°16'17"E a distance of 349.33 feet to a point;
22. N00°24'56"W a distance of 187.14 feet to a point;
23. N03°16'34"W a distance of 853.40 feet to a point;
24. N14°32'22"W a distance of 76.60 feet to a point in the north line of said Cantrell tract and the south line of said Bastrop Grove Partners, Ltd., tract, for the northwest corner of the herein described tract, from which a PK nail found in concrete in the

east right-of-way line of F.M. No. 304 (R.O.W. varies) for the southwest corner of said Bastrop Grove Partners, Ltd., tract, and the northwest corner of that certain tract of land said to contain 5.00 acres of land described in deed to Clodie S. Wyatt of record in Volume 165, Page 772 of the Official Records of Bastrop County, Texas, bears S86°58'42"W a distance of 1940.04 feet;

THENCE with the north line of said Cantrell tract and the south line of said Bastrop Grove Partners, Ltd, tract, N86°58'42"E a distance of 139.91 feet to the POINT OF BEGINNING, containing 11.563 acres of land more or less within these metes and bounds.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing basis: Grid North, Texas State Plane Coordinate System NAD83 (CORS) Central Zone.

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

David A. McDow

David A. McDow
Registered Professional Land Surveyor No. 5908
State of Texas
Date: 05/18/07



SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT
SHEET 1 OF 3

CHP PROPERTIES, LTD.
(43.112 ACRES)
VOL. 1413, PG. 857
O.R.B.C.

BASTROP GROVE PARTNERS, LTD.
(145.897 ACRES)
VOL. 1898, PG. 245
O.R.B.C.

NANCY BLAKEY SURVEY NO. 98

P.O.B.

P.O.C.

(SEMI-VARIES)
F.M. ON N.F.

CLODIE S. WYATT
(5.00 ACRES)
VOL. 185, PG. 772
O.R.B.C.

N86°58'42"E 953.42'
APPROXIMATE SURVEY LINE

WITH/CAP
(PROPERTY CORNER)

SCALE 1" = 200'

JO ANN GRIESENBECK CANTRELL
(194.92 ACRES)
VOL. 445, PG. 684
O.R.B.C.

MAZEA ROUSSEAU SURVEY NO. 56

DRAINAGE EASEMENT
11.563 ACRES

JO ANN GRIESENBECK CANTRELL
(194.92 ACRES)
VOL. 445, PG. 684
O.R.B.C.

MATCHLINE SHEET 2

CA

Cunningham | Allen

Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

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CLIENTS -

OFFICE: BW/

PROJ # 277.2001

EXHIBIT "C"

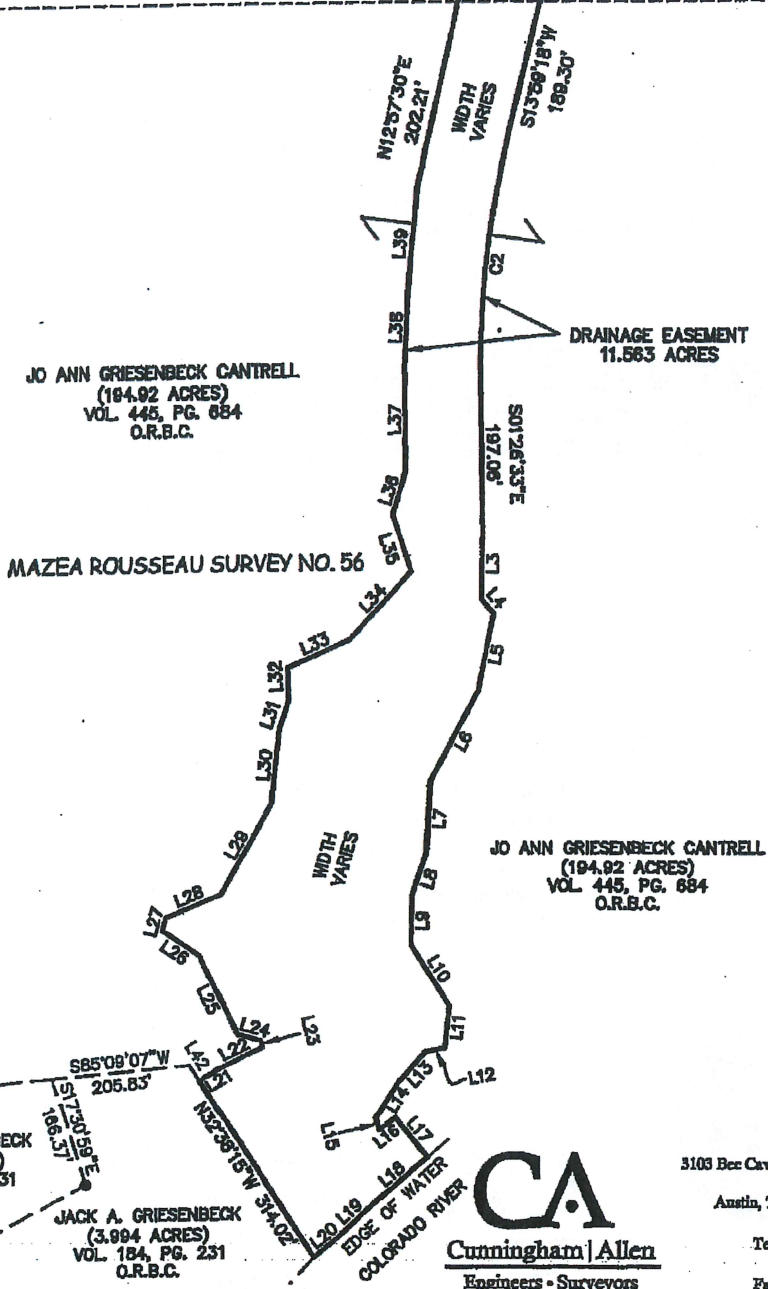
Page 5 of 7

SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT
SHEET 2 OF 3

MATCHLINE SHEET 2

SCALE 1" = 200'



Cunningham | Allen
Engineers - Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel: (512) 327-2946

Fax: (512) 327-2973

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EXHIBIT "C"
Page 6 of 7

CLIENT -

OFFICE BW/

PROJ. # 277,2001

SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°58'42"W	48.19'
L2	S11°42'54"W	77.13'
L3	S00°37'50"W	100.41'
L4	S40°08'24"E	27.70'
L5	S11°59'14"W	112.49'
L6	S29°38'57"W	147.88'
L7	S03°28'22"W	108.28'
L8	S18°37'19"W	87.03'
L9	S00°30'59"W	70.47'
L10	S32°30'41"E	108.80'
L11	S05°47'43"W	81.84'
L12	S79°48'16"W	28.72'
L13	S41°49'29"W	82.67'
L14	S33°08'04"W	82.47'
L15	S15°58'58"E	18.81'
L16	N53°57'28"E	30.57'
L17	S39°34'27"E	78.98'
L18	S50°25'33"W	114.99'
L19	S47°42'18"W	84.37'
L20	S50°30'58"W	48.53'
L21	N58°48'12"E	39.85'
L22	N63°48'18"E	64.50'
L23	N14°02'29"W	9.70'
L24	N73°33'52"W	34.90'
L25	N28°00'20"W	129.24'
L26	N58°14'37"W	67.28'
L27	N16°37'08"E	19.22'
L28	N68°07'33"E	87.95'
L29	N28°58'58"E	182.28'
L30	N08°19'30"E	107.74'
L31	N19°18'13"E	42.37'
L32	N02°58'19"W	48.42'
L33	N67°25'44"E	102.32'
L34	N43°57'41"E	133.93'
L35	N19°43'55"W	88.82'
L36	N17°20'35"E	64.34'
L37	N00°45'36"W	150.98'
L38	N02°02'28"E	103.11'
L39	N05°05'47"E	150.38'
L40	N14°32'22"W	78.80'
L41	N85°58'42"E	139.91'
L42	N32°38'15"W	28.13'

BEARING BASIS: GRID NORTH, TEXAS STATE PLANE COORDINATE
SYSTEM NAD83 (CORS) CENTRAL ZONE.

REFERENCE IS HEREIN MADE TO THE METES AND BOUND
DESCRIPTION TO ACCOMPANY THIS SKETCH.

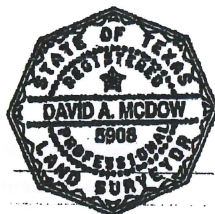
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	800.00'	261.08'	18°41'51"	S04°38'23"W	259.91
C2	1350.00'	383.58'	15°25'51"	S08°18'23"W	382.48
C3	1500.00'	350.12'	13°22'25"	N06°16'17"E	348.33

LEGEND

- 1/2" IRON ROD FOUND (UNLESS STATED)
- ▲ PK NAIL FOUND IN CONCRETE
- O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SURVEYED BY:

David A. McDow
DAVID A. MCDOW
REG. PROF. LAND SURVEYOR
NO. 5908
DATE: 05/18/07



CA

Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

EXHIBIT "C"

Page 7 of 7

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CLIENT: -

OFFICE: BW/

PROJ. #: 277.2001

EXHIBIT "D"

EXCEPTIONS TO CONVEYANCE

- (1) Electric transmission and distributing line easement granted to Texas Public Utilities Company by instrument dated August 24, 1925, recorded in Volume 80, Page 187 of the Deed Records of Bastrop County, Texas;
- (2) All interest in all oil, gas and other minerals reserved by J.P. Fitzwilliam in instrument recorded in Volume 121, Page 433 of the Deed Records of Bastrop County, Texas;
- (3) Electric facilities easement granted to Bluebonnet Electric Cooperative, Inc., recorded in Volume 1790, Page 632 of the Official Public Records of Bastrop County, Texas.

EXHIBIT "E"**DESIGN SPECIFICATIONS**

Design Specifications as set forth in that one certain Engineering Report for Pecan Crossing Offsite Drainage Improvements – May 2007 prepared by Cunningham Allen, Engineers, Surveyors and executed by Ruben Lopez, Jr., P.E. License Number 93745, dated May 18, 2007 (the "Engineering Report"), which Engineering Report was delivered to Grantor on June 1, 2007.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

March 19, 2008 11:24:15 AM
RPIETSCH FEE: \$96.00 BOOK:1819 PAGE:840-860
ROSE PIETSCH, County Clerk
Bastrop, Texas
EASEMENT 200803574

EXHIBIT “A-3” TO THE PERFORMANCE AGREEMENT
Agnes Street Extension Improvements

[SEE ATTACHED]

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

RIGHT-OF-WAY DEDICATION
INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS

Date: _____, 2018

Grantor: Seton Family of Hospitals, a Texas non-profit corporation

Grantor's Mailing Address: 1300 W. 34th Street
Austin, Travis County, Texas 78705

Grantee: City of Bastrop, Texas, a home rule municipality

Grantee's Mailing Address: 1311 Chesnutt Street
P.O. Box 427
Bastrop, Bastrop County, Texas 78602

Property: That certain _____ acre (_____ square feet, more or less) tract or parcel of land situated in Bastrop County, Texas, being more particularly described by metes and bounds on **Exhibit "D-1"**, attached hereto and made a part hereof for all purposes.

For good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and for which no lien or encumbrance, either expressed or implied, is retained, Grantor hereby irrevocably dedicates and conveys to Grantee and its successors and assigns, the Property described above for the use and benefit of the public as a perpetual public right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating, and operating utilities and drainage improvements in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the laws of the State of Texas and the ordinances and charter of the City of Bastrop, Texas.

TO HAVE AND TO HOLD said right-of-way and easement unto the City of Bastrop, its successors and assigns, and GRANTOR hereby binds itself, its successors, and assigns to warrant and forever defend, all and singular, said premises unto the City of Bastrop, its successor and

EXHIBIT “A-4” TO THE PERFORMANCE AGREEMENT
Rights of Way Agreement

[SEE ATTACHED]

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date set out above.

GRANTOR:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

ACCEPTED:

THE CITY OF BASTROP, TEXAS,
a Texas municipality

Lynda Humble, City Manager

State of Texas §

§

County of Bastrop §

This Right-of-Way Dedication was acknowledged before me on this ____ day of _____, 2018, by _____, _____ of Seton Family of Hospitals, a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

State of Texas §

§

County of Bastrop §

This Right-of-Way Dedication was acknowledged before me on this ____ day of _____, 2018, by Lynda Humble, City Manager of the City of Bastrop, a Texas Municipality, on behalf of said Municipality.

Notary Public, State of Texas

The preparer of this document has made no investigation of the following matters: the accuracy of the legal description used herein, whether or not the Grantor is the correct owner of the property,

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The remainder of this page intentionally blank, signature page to follow.

whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor, or any title matters whatsoever.

PREPARED IN THE LAW OFFICE OF:

DENTON NAVARRO ROCHA BERNAL
& ZECH, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

**AFTER RECORDING RETURN
TO:**

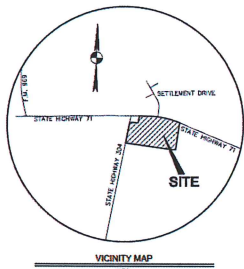
DIRECTOR OF ECONOMIC DEV.
Bastrop EDC
903 Main Street
Bastrop, Texas 78602-3809

**EXHIBIT “D-1” TO THE RIGHT-OF-WAY DEDICATION
Metes and Bounds Description of the Property**

[SEE ATTACHED]

EXHIBIT “A-5” TO THE PERFORMANCE AGREEMENT
Hospital Plat Application

[SEE ATTACHED]



OWNER: 71 RETAIL PARTNERS LP
8214 WESTCHESTER DRIVE, SUITE 550
DALLAS, TEXAS 75225

ENGINEER: STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

SURVEYOR: STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

WATERSHED STATUS:

THIS SITE IS LOCATED WITHIN THE LOWER COLORADO-CUMMINGS WATERSHED.

FLOODPLAIN INFORMATION:

A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NO. 48220-0006, DATED JANUARY 19, 2009 FOR CITY OF AUSTIN.

LEGAL DESCRIPTION:

0.084 ACRES OF THE BANCY BLANDY ABSTRACT NO. 18 SITUATED IN THE CITY OF BASTROP IN BASTROP COUNTY, TEXAS PER VOLUME 234, PAGE 838

UTILITY PROVIDERS:

WATER SERVICE: CITY OF BASTROP
WASTEWATER SERVICE: CITY OF BASTROP
ELECTRIC: BLUEGRASS ELECTRIC
GAS: CENTERPOINT ENERGY
TELEPHONE: AT&T

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 534-0011 Fax: (512) 534-0335
T816 # P 4324 T816 # P 10194230
Copyright © 2017

BASTROP GROVE PRELIMINARY PLAT

BASTROP GROVE

SPACING: CORNER-TO-CORNER-1
NO. OF LOTS: 9
LOT ACREAGE: 0.125 ACRES
PCW ACREAGE: 1.43 ACRES
TOTAL ACREAGE: 0.88 ACRES

SUBDIVISION NO.:

ADDRESS:

SUBMITTAL DATE: MAY 22, 2017

SUBMITTED BY:

JOSÉ M. FARIS, P.E., P.E.
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

07/07/2017

DATE



APPROVED FOR ACCEPTANCE:

CITY COUNCIL

DATE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER
2	PRELIMINARY PLAT
3	PRELIMINARY PLAT
4	GENERAL NOTES

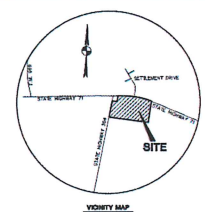
NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.	TOTAL # SHEETS IN PLAT SET	NET CHANGE MP COVER (N/A)	TOTAL SITE MP COVER (N/A)	CITY OF AUSTIN APPROVAL/DATE	DATE RANGE

I, JOSÉ M. FARIS, P.E., P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THE PRELIMINARY PLAT IS PREPARED BY AN ENGINEERING FIRM AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF CHAPTER 18 OF THE BASTROP CITY CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE, AND ADEQUATE FOR THE INTENDED PURPOSES, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF BASTROP MUST RELY UPON THE JUDGMENT OF THE DESIGN ENGINEER. THE PLANS WERE PREPARED IN ACCORDANCE WITH CHAPTER 18, BASTROP CITY CODE.

FILE: V:\2220\active\222010772\civil\cad\prelim\plat22201077212.dwg

SHEET
1
OF 4



Stantec
221 West Sixth Street, Suite 800
Austin, Texas 78701
Tel: (512) 355-5111 Fax: (512) 355-5225
E-Mail: info@stantec.com
Copyright © 2017



PRELIMINARY PLAT

**BASTROP GROVE PRELIMINARY PLAT
SH 71 AT SH 304, BASTROP, TX 78602**

71 RETAIL PARTNERS LP

DRAWN BY: JAMPED
DESIGNED BY: PLO

SHEET
2
OF

4

DOI: 10.1002/ajcp.20001

[illegible]

[illegible]

- LEGEND**
- 1/2" HORN ROD FOUND (UNLESS NOTED)
 - 1/2" HORN ROD WITH "STAINLESS" CAP
 - ▲ LIGHT POLE
 - ◆ POWER POLE
 - ◇ DOWN DUTY
 - ◆ POOR HYDRANT
 - △ WATER VALVE
 - ◇ CABLE IN STEEL
 - ELECTRIC BOX
 - ELECTRIC METER
 - OVERHEAD ELEC. LINE
 - WASTEWATER MANHOLE
 - STORMWATER MANHOLE
 - CULVERT
 - WASTE WATER LINE
 - UNDERGROUND CABLE MANHOLE
 - SINK
- (XXX) RECORD INFORMATION
P.O.D. POINT OF BEGINNING

NOTES:

1. TOPOGRAPHY SHOWN WITHIN THE MC BASTROP 71, LP TRACT OF LAND IS BASED ON 2008 CAPOCO 2' CONTOUR GIS DATA.
2. OFFSITE DETENTION FUND BEING PROVIDED WILL PROVIDE DETENTION FOR LOTS 1-9 AND THE SECTION OF ADAMS STREET (ANTHONY) SHOWN ON THIS PLAN.

[illegible]

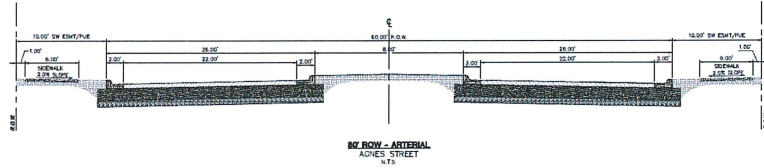
BASTROP GROVE PRELIMINARY PLAT

PRELIMINARY PLAN NOTES:

1. ALL EXISTENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE PLAN (DATED FEBRUARY 7, 2017, CONDUCTED BY [REDACTED]) FOR THIS PROPERTY ARE SHOWN ON THIS PLAT.
2. FINAL SURVEY FOR SUBSEQUENT CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO PLAT APPROVAL BY THE CITY.
3. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THE SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. WATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
5. SEWERAGE SERVICE IS PROVIDED BY THE CITY OF BASTROP.
6. ELECTRIC SERVICE IS PROVIDED BY THE BASTROP ELECTRIC COOPERATIVE.
7. ALL UTILITIES WILL BE UNDERGROUND.
8. NO LOT IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONVEYED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
9. A PORTION OF THIS PLAT IS WITHIN A FLOOD HAZARDOUS AREA AS SHOWN ON THE FLOOD HAZARDOUS RATE MAP PAGES, IF APPLICABLE FOR BASTROP CO., EFFECTIVE JANUARY 10, 2008 (COMMUNITY # 40000 AND IS ON ZONE X).
10. OFF-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, 50 AND 100-YEAR STORM EVENTS.
11. PROPERTY OWNER SHALL PROVIDE FEE ACCESS TO ALL EXISTENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY ORDINANCE, ALTERNATE.
12. NO SIGNAGE, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EXISTENTS SERVING, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
13. ALL EXISTENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
14. SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP.
15. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, DE-VEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITIES REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
16. OUTSTANDING LOTS SHALL HAVE NO STREET ACCESS TO SH 71.
17. LOT 8 SHALL HAVE NO STREET ACCESS TO SH 71.
18. CORNERS OF LOT 1 AND LOT 8 ARE RESPONSIBLE FOR PROVIDING PUBLIC ACCESS BETWEEN SH 71 AND ADJACENT STREET AT THE TIME OF THEIR DEVELOPMENT.
19. UTILITY IMPACT FEE SHALL BE BASED ON THE CITY OF BASTROP IMPACT FEE ORDNANCE IN EFFECT AT THE TIME OF FINAL PLATTING FOR EACH LOT.
20. 20-FOOT ACCESS EASEMENT RUNNING NORTH TO SOUTH WITHIN LOT 8 MAY BE RELOCATED WITHIN LOT 8 SO LONG AS IT PROVIDES ACCESS BETWEEN SH 71 AND ADJACENT STREET.
21. DETENTION FOR LOTS 1-8 AND ADJACENT STREET WILL BE PROVIDED OFFSITE WITHIN THE ADJACENT TRACT OF LAND LOCATED SOUTH OF ADJACENT STREET. PLEASE REFERENCE SHEET 2 FOR APPROPRIATE LOCATION OF DETENTION IMPROVEMENTS. FOR DETENTION POND ENGINEERING CALCULATIONS, PLEASE REFERENCE ENGINEERING AND ORDNANCE REPORT PREPARED BY CALSON, BRIDGEMAN, AND ASSOCIATES.
22. PRIOR TO A SITE DEVELOPMENT PERMIT BEING ISSUED, A REGULATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS MUST BE REVISITED. THIS LEASE THE PARTY OR PARTIES RESPONSIBLE FOR THE MAINTENANCE OF SHARED COMMONS, INTERNAL PRIVATE IMPROVEMENTS SUCH AS DOWNS AND FENCES USED IN CONNECTION WITH PRIVATE WATERS, SEWERS, GAS, ELECTRIC, TELEPHONE, OR OTHER UTILITIES.
23. UTILITY IMPACT FEE SHALL BE BASED ON THE CITY OF BASTROP IMPACT FEE ORDNANCE IN EFFECT AT THE TIME OF FINAL PLATTING FOR EACH LOT.

GENERAL NOTES:

- 1) ONLY VISIBLE EVIDENCE OF IMPROVEMENTS AND UTILITIES IS SHOWN HEREIN.
- 2) A PRELIMINARY DESCRIPTION HAS BEEN PREPARED TO ACCOMPANY THE VACATEY WORKS HEREIN AND IS EDITORIAL AS STATED CONSULTING SERVICES, INC. PRELIMINARY FILE NO. 17-000000.
- 3) AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EXISTING WORK, BUILDING CONSTRUCTION OR BUILDING ADJACENT TO EXISTING WORK.
- 4) AS THE DATE OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EXISTING CHANGE IN STREET DIRECTION OR EXISTING CONSTRUCTION OR REMOVAL OF UTILITIES, SIGNAGE OR OTHER.
- 5) THE 8.4 UNDERGROUND MAINTENANCE LINE ALONG THE SOUTHERLY RIGHT-OF-WAY SIDE OF STATE HIGHWAY 71, NO OTHER VISIBLE ABOVE-GROUND EVIDENCE OF OTHER UTILITIES WERE NOTED.



Stantec
STANTEC CONSULTING SERVICES, INC.
1000 PINE HILL ROAD, SUITE 100
BASTROP, MISSISSIPPI 39011
(601) 335-1135
www.stantec.com



GENERAL NOTES

BASTROP GROVE PRELIMINARY PLAT
SH 71 AT SH 304, BASTROP, TX 78602

71 RETAIL PARTNERS LP

DESIGNED BY: JAMES
REVIEWED BY: FID
DATE: 4/1/2017
PROJECT NO.: 2017-00772

SHEET
4
OF 4

EXHIBIT “A-6” TO THE PERFORMANCE AGREEMENT
Drainage Easement

[SEE ATTACHED]



EXHIBIT “A-7” TO THE PERFORMANCE AGREEMENT
Sample Annual Certification Report Form

[SEE ATTACHED]

Annual Certification Report

Reporting Period: _____ to _____ 20__

The Annual Certification Report for the Economic Development Performance Agreement between the Bastrop Economic Development Corporation and Seton Family of Hospitals, a Texas non-profit corporation ("Hospital"), is due on _____ 15, 20___. Please sign and return the Annual Certification Report form with accompanying narrative.

I. PROJECT INFORMATION

Project Information:

Hospital's legal name: Seton Family of Hospitals, a Texas non-profit corporation

Project address subject to incentive: _____

Hospital primary contact: _____ Title: _____

Phone number: _____ E-mail address: _____

II. REPORTING INFORMATION

Employment and Wage Information:

Has the Hospital employed undocumented workers? ☐ Yes ☐ No

What is the total number of Full-time or Full-Time Equivalent Employees located at the Bastrop facility during the calendar year? _____

What is the total Annual Payroll for the Bastrop facility during the calendar year? _____

Narrative:

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNTARY)

Employment:

Total full-time employees or full-time equivalents: _____

Total annual payroll: _____

Number of full-time or full-time equivalent jobs added in past year: _____

Number of employees that live in Bastrop, Texas: _____

Interested in being contacted about workforce training opportunities? ☐ Yes ☐ No

Interested in being contacted for assistance with City permits? ☐ Yes ☐ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the BEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of Hospital.

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS §
COUNTY OF _____ §

This information was acknowledged before me on this _____ day of _____, _____ by _____, _____ for Seton Family of Hospitals, a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

The Annual Certification Report is to be completed, signed and returned on or before February 15, 20___. Please send an original to the following address:

**Attention: Executive Director
City of Bastrop Economic Development Corporation
301 Highway 71 W, Suite 214
Bastrop, TX 78602**

