RESOLUTION NO. R-2020-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop previously entered into a "Consent for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1" on February 23, 2004; and

WHEREAS, the City of Bastrop City entered into a "First Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on June 14, 2016; and

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

WHEREAS, the City of Bastrop entered into a "Third Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal District No. 1" on November 12, 2019; and

WHEREAS, the Living Unit Equivalent (LUE) limit was increased in the Third Amendment and additional edits are required in different sections to reflect this change; and

WHEREAS, the developer wants to expand the diversity of lot sizes and product types that are able to be provided and are revising block lengths and the Land Use Standards within the agreement; and

WHEREAS, the City and the Developer agree to create a Consent Agreement and consolidated Development Agreement to consolidate the original and all amendments for each into separate documents for ease of use, reference, and administration.

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

Section 1. That the City Council of the City of Bastrop, Texas approves the Fourth Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No.1, as attached in Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Fourth Amendment to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No.1.
Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of November, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney
FORTHAMENDMENTTOCONSENTAGREEMENTFORTHECOLONY MUNICIPALUTILITYDISTRICTNO.1ANDSUCCESSORDISTRICTSTOBECREATEDBYDIVISIONOFTHECOLONYMUNICIPALUTILITYDISTRICTNO.1

ThisFORTHAMENDMENTTOCONSENTAGREEMENTFORTHECOLONY MUNICIPALUTILITYDISTRICTNO.1ANDSUCCESSORDISTRICTSTOBECREATEDBYDIVISIONOFTHECOLONYMUNICIPALUTILITYDISTRICTNO.1 (this "Amendment") is entered into effective as of November 23, 2020 among the CITY OF BASGROP, TEXAS, a Texas municipal corporation located in Bastrop County (the "City"); HUNTCOMMUNITIESBASTROP, LLC, a Delaware limited liability company ("Hunt" or the "Developer"); and THE COLONY MUNICIPALUTILITYDISTRICTN0.1A ("District 1A"), THE COLONY MUNICIPALUTILITYDISTRICTNO.1B ("District 1B"), THE COLONY MUNICIPALUTILITYDISTRICTNO.1C ("District 1C"), THE COLONY MUNICIPALUTILITYDISTRICTNO.1D ("District 1D"), THE COLONY MUNICIPALUTILITYDISTRICTNO.1E ("District 1E"), THE COLONY MUNICIPALUTILITYDISTRICTNO.1F ("District 1F"), and THE COLONY MUNICIPALUTILITYDISTRICTNO.1G ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City and Sabine Investment Company, a Delaware corporation ("Sabine"), previously entered into a Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Original Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District into the Successor Districts, and a regulatory process for the development of ±1491.04 acres of land within the City’s extraterritorial jurisdiction;

WHEREAS, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Original Consent Agreement, the Original District joined in and consented to the Original Consent Agreement by Joiner and Consent to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1 dated June 8, 2004;

WHEREAS, as permitted by the Creation Legislation and the Original Consent Agreement, the Original District subsequently divided into the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

WHEREAS, as required by the Original Consent Agreement, District 1A joined in and consented to the Original Consent Agreement by Joiner and Consent to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Original Consent Agreement by a Joiner and Consent to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of the Colony Municipal Utility District No. 1 dated

{W0973950.10}
June 14, 2005;

WHEREAS, effective December 30, 2006, Sabine merged with and into Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Forestar"), at which time Forestar succeeded, by operation of law, to Sabine’s interest in and to the Original Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006;

WHEREAS, the City, Forestar, and the Successor Districts entered into a First Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of June 14, 2016 (the "First Amendment") to amend the Original Consent Agreement to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates;

WHEREAS, Forestar, with the consent of the City and the Successor Districts, subsequently assigned all of its right, title, and interest in, to, and under the Consent Agreement to Hunt pursuant to an Assignment of Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 and Consent dated effective December 30, 2016;

WHEREAS, the City, Hunt, and the Successor Districts later entered into a Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of November 7, 2017 (the "Second Amendment") to further amend the Original Consent Agreement to (i) modify the lot standards approved in the First Amendment in order to incorporate a new category for single family attached product; (ii) establish certain minimum building standards for the single-family residential uses within the Project; (iii) ratify the City’s prior consent to the annexation of the so-called Isbell and Archer tracts into District 1A; and (iv) establish a procedure for administrative approval by City staff of future amendments that are minor in nature;

WHEREAS, the City, Hunt, and the Successor Districts subsequently entered into a Third Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of March 4, 2020 (the "Third Amendment") to further amend the Original Consent Agreement to (i) adopt a Project Master Plan and vesting for the Project; (ii) increase the maximum density for the Project; and (iii) clarify the responsibility for providing utility services to the Project (the Original Consent Agreement as amended by the First Amendment, the Second Amendment, and the Third Amendment being referred to herein collectively as the "Consent Agreement"); and

WHEREAS, the Parties now desire to amend the Consent Agreement to update the land use standards applicable to the Project, memorialize the Parties’ course of dealings on various matters, and make certain conforming amendments and clarifications;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:
AGREEMENT

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Land Use Standards. The Lot Standards attached as Exhibit “A” to the Second Amendment (the “Prior Lot Standards”) are hereby replaced with the Land Use Standards attached as Exhibit “A” to this Amendment (the “Land Use Standards”). The Land Use Standards will supersede and replace the Prior Lot Standards for all purposes under the Consent Agreement; however, for the avoidance of doubt, the Land Use Standards will only apply to Future Phases, as defined in the First Amendment.

3. Conforming Amendments and Clarifications.

(a) The Third Amendment increased the maximum density for the Project from 2,500 living unit equivalents (“LUES”) to 4,300 LUES. Section 5 of the Second Amendment contains a legacy reference to 2,500 LUES, and the Parties now desire to amend Section 5 of the Second Amendment to conform to the maximum density changes in the Third Amendment. Accordingly, the reference to 2,500 LUES in clause i) of the second-to-last sentence of Section 5 of the Second Amendment is hereby amended to refer to 4,300 LUES.

(b) Based on the future off-site connectivity contemplated by the Project Master Plan attached as Exhibit “A” to the Third Amendment, block lengths within the Project may exceed 1,500’ when such blocks abut The Colony boundary between collector streets or abut a natural waterway.

(c) For purposes of the filing fees and other charges established in the Fee Schedule under the City’s Code of Ordinances (Appendix A), future amendments to the Consent Agreement (including the amendment/restatement described in Section 4 below) will be considered and processed as an amendment to a development agreement, rather than as a new municipal utility district consent agreement.

4. Agreement to Divide Consent Agreement into Two Agreements – Consent Agreement (for MUD matters) and Development Agreement (for development matters). Within six months of the full execution of this Amendment, the Developer will submit to the City a restated Consent Agreement along with a separate restated Development Agreement to consolidate the original and all amendments for each into separate documents for ease of use, reference, and administration. The City will review and submit for approval the separate restated agreements to the City Council within one year from the effective date of this Amendment.

5. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

6. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) an electronic signature, or a signature delivered by facsimile or in another electronic format (e.g., .PDF via email), will be deemed to be an original signature for all purposes. All
executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

*       *       *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

CITY:

CITY OF BASTROP, TEXAS

By: Paul Hofmann, City Manager

THE STATE OF TEXAS $ §

COUNTY OF BASTROP $ §

This instrument was acknowledged before me on the 22nd day of February, 2020, by Paul Hofmann, City Manager of the City of Bastrop, a Texas municipal corporation, on behalf of said city.

TRACI H. CHAVEZ
Notary ID #1412177
My Commission Expires
October 14, 2021

NOTARY PUBLIC, State of Texas
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT No. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DEVELOPER:

HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company

By: Hunt Communities Development Co., LLC, a Texas limited liability company, its Sole Member

By: [Signature]

Rick Neff, Senior Vice President

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of September, 2020, by Rick Neff, Senior Vice President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

[Notary Seal]

Samantha Lundeen
NOTARY PUBLIC, State of Texas

{W0973950.10}
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1A:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A

By

William T. Higgins IV, President
Board of Directors

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 30th day of November, 2020, by William T. Higgins IV, President of the Board of Directors of The Colony Municipal Utility District No. 1A, a political subdivision of the State of Texas, on behalf of said district.

SARAH ETHE GUTIERREZ
My Notary ID # 129250013
Expires December 28, 2020

NOTARY PUBLIC, State of Texas
COUNTERPART SIGNATURE PAGE TO:

FORTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1B:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B

By: Susan Weems Wendel
Susan Weems Wendel, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 18th day of December, 2020, by Susan Weems Wendel, President of the Board of Directors of The Colony Municipal Utility District No. 1B, a political subdivision of the State of Texas, on behalf of said district.

CRISTINA CARRILLO
NOTARY PUBLIC, State of Texas
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1C:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C

By: Michael A. Prokop
   President
   Board of Directors

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 3 day of DEC., 2020, by Michael A. Prokop, President of the Board of Directors of The Colony Municipal Utility District No. 1C, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

CAROLYN RANI WEIR
Notary ID #132096961
My Commission Expires
July 22, 2023
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1D:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D

By: ____________________________
    Dave Griesenbeck, President
    Board of Directors

THE STATE OF TEXAS  

COUNTY OF BASTROP  

This instrument was acknowledged before me on the ___ day of December, 2020, by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District No. 1D, a political subdivision of the State of Texas, on behalf of said district.

HATTIE CAMPION
NOTARY PUBLIC, State of Texas
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1E:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E

By: ________________

John Postle, President
Board of Directors

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 11th day of December, 2020, by John Postle, President of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.

NORELI ESTRADA REYES §

MY COMMISSION EXPIRES JULY 25, 2021
NOTARY ID: 15122014
NOTARY PUBLIC, State of Texas

{W0973950.10}
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1F:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F

By:  
Harold J. Seiler, President
Board of Directors

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 2nd day of December, 2020, by Harold J. Seiler, President of the Board of Directors of The Colony Municipal Utility District No. 1F, a political subdivision of the State of Texas, on behalf of said district.

DONNA MARTIN
Notary Public, State of Texas
Notary ID# 129366197
My Commission Expires
APRIL 15, 2021

NOTARY PUBLIC, State of Texas
COUNTERPART SIGNATURE PAGE TO:

FOURTH AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1G:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G

By: [Signature]
Richard T. Banks, President
Board of Directors

THE STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on the 30th day of November, 2020, by Richard T. Banks, President of the Board of Directors of The Colony Municipal Utility District No. 1G, a political subdivision of the State of Texas, on behalf of said district.

HATTIE CAMPION
NOTARY PUBLIC, State of Texas

[Notary seal]
## EXHIBIT "A"
### LAND USE STANDARDS

**Lot Size and Setback Matrix**

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Min. Lot Area (Sq. Ft.)</th>
<th>Min. Dwelling Unit Size (Sq. Ft.)</th>
<th>Min. Lot Width</th>
<th>Min. Lot Depth</th>
<th>Min. Front Yard (Feet)</th>
<th>Min. Rear Yard (Feet)</th>
<th>Min. Side Yard (Feet)</th>
<th>Min. Ext. Building Height (Stories)</th>
<th>Max. Building Coverage by Lot (%)</th>
<th>Max. Lot Coverage by Building (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential Colony - E (Estate Lot)</td>
<td>10,000 Sq. Ft.</td>
<td>1800 Sq. Ft.</td>
<td>80'</td>
<td>120'</td>
<td>10'</td>
<td>10'</td>
<td>1'</td>
<td>2.5 stories</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>Colony - S (Standard Lot)</td>
<td>4,000 Sq. Ft.</td>
<td>1600 Sq. Ft.</td>
<td>60'</td>
<td>110'</td>
<td>10'</td>
<td>10'</td>
<td>1'</td>
<td>2.5 stories</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Colony - G (Garden Home)</td>
<td>4,500 Sq. Ft.</td>
<td>1000 Sq. Ft.</td>
<td>80'</td>
<td>100'</td>
<td>8'</td>
<td>12'</td>
<td>1'</td>
<td>3 stories</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Duplex / Townhouse</td>
<td>3,000 Sq. Ft.</td>
<td>1300 Sq. Ft.</td>
<td>60'</td>
<td>125'</td>
<td>12'</td>
<td>15'</td>
<td>1'</td>
<td>2.5 stories</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Colony - C (Cluster)</td>
<td>5,000 Sq. Ft.</td>
<td>1400 Sq. Ft.</td>
<td>100'</td>
<td>100'</td>
<td>10'</td>
<td>10'</td>
<td>1'</td>
<td>2.5 stories</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Multi-family</td>
<td>15,000 Sq. Ft.</td>
<td>600 Sq. Ft.</td>
<td>100'</td>
<td>100'</td>
<td>15'</td>
<td>15'</td>
<td>60'</td>
<td>2 stories</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Commercial</td>
<td>25,000 Sq. Ft.</td>
<td>600 Sq. Ft.</td>
<td>100'</td>
<td>125'</td>
<td>10'</td>
<td>10'</td>
<td>1'</td>
<td>2.5 stories</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Colonial - E (Estate Lot)
- Minimum Lot Size: 10,000 Sq. Ft.
- Minimum Dwelling Unit Size: 1800 Sq. Ft.
- Minimum Lot Width: 80'
- Minimum Lot Depth: 120'
- Minimum Front Yard: 10'
- Minimum Rear Yard: 10'
- Minimum Side Yard: 1'
- Maximum Building Height: 2.5 stories
- Maximum Building Coverage by Lot: 40%

### Colony - S (Standard Lot)
- Minimum Lot Size: 4,000 Sq. Ft.
- Minimum Dwelling Unit Size: 1600 Sq. Ft.
- Minimum Lot Width: 60'
- Minimum Lot Depth: 110'
- Minimum Front Yard: 10'
- Minimum Rear Yard: 10'
- Minimum Side Yard: 1'
- Maximum Building Height: 2.5 stories
- Maximum Building Coverage by Lot: 50%

### Colony - G (Garden Home)
- Minimum Lot Size: 4,500 Sq. Ft.
- Minimum Dwelling Unit Size: 1000 Sq. Ft.
- Minimum Lot Width: 80'
- Minimum Lot Depth: 100'
- Minimum Front Yard: 8'
- Minimum Rear Yard: 12'
- Minimum Side Yard: 1'
- Maximum Building Height: 3 stories
- Maximum Building Coverage by Lot: 50%

### Duplex / Townhouse
- Minimum Lot Size: 3,000 Sq. Ft.
- Minimum Dwelling Unit Size: 1300 Sq. Ft.
- Minimum Lot Width: 60'
- Minimum Lot Depth: 125'
- Minimum Front Yard: 12'
- Minimum Rear Yard: 15'
- Minimum Side Yard: 1'
- Maximum Building Height: 2.5 stories
- Maximum Building Coverage by Lot: 50%

### Colony - C (Cluster)
- Minimum Lot Size: 5,000 Sq. Ft.
- Minimum Dwelling Unit Size: 1400 Sq. Ft.
- Minimum Lot Width: 100'
- Minimum Lot Depth: 100'
- Minimum Front Yard: 10'
- Minimum Rear Yard: 10'
- Minimum Side Yard: 1'
- Maximum Building Height: 2.5 stories
- Maximum Building Coverage by Lot: 50%

### Multi-family
- Minimum Lot Size: 15,000 Sq. Ft.
- Minimum Dwelling Unit Size: 600 Sq. Ft.
- Minimum Lot Width: 100'
- Minimum Lot Depth: 100'
- Minimum Front Yard: 15'
- Minimum Rear Yard: 15'
- Minimum Side Yard: 60'
- Maximum Building Height: 2 stories
- Maximum Building Coverage by Lot: 50%

### Commercial
- Minimum Lot Size: 25,000 Sq. Ft.
- Minimum Dwelling Unit Size: 600 Sq. Ft.
- Minimum Lot Width: 100'
- Minimum Lot Depth: 125'
- Minimum Front Yard: 10'
- Minimum Rear Yard: 10'
- Minimum Side Yard: 1'
- Maximum Building Height: 2.5 stories
- Maximum Building Coverage by Lot: 50%
EXECUTED Agreement was in full force and effect as of the Effective Date of March 22, 2020, as approved by City Council in Exhibit A.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

By: 

Name: Connie Schroeder
Title: Mayor

ATTEST:

By: 

Name: Ann Franklin
Title: City Secretary

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 11th day of April, 2023, by Connie Schroeder, Mayor of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas
OWNER:
Hunt Communities Bastrop, LLC
a Texas limited liability company

Rick Neff, Senior Vice President

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 12th day of April 2023, by Rick Neff, a Texas limited liability company, on behalf of said limited liability company for the purposes set forth herein.

Notary Public, State of Texas