

MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF LAND

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This Memorandum of Understanding (“Agreement”) is between the **City of Bastrop, Texas** (“City”), a home rule city located in Bastrop County, Texas and **DM Pecan Park Associates, Ltd.**, a Texas limited partnership (“Owner”), collectively referred to as (“Parties”).

INTRODUCTION

Owner owns approximately 311 acres of land more particularly described by metes and bounds in Exhibit MOU-1 (“Land”). Owner has previously received City’s approval of a plat related to the Land, dated 2005 (“2005 Plat”), which 2005 Plat Owner now agrees to void and vacate, for all purposes, so that the Land may now be developed, in accord with the provisions set forth herein.

Owner intends to develop, or sell to others for development, the Land as a planned, mixed-use community, locally referred to as “Pecan Park,” that will consist of commercial, retail, office and residential uses (“Project”) generally in accordance with the concept plan attached as Exhibit MOU-2 (“Concept Plan”). Development of the Property is expected to add significant new tax revenues to the City’s tax base, create jobs and stimulate the overall local economy. Therefore, Owner and City wish to enter into this Agreement, which will encourage comprehensive planning for development of the Land, provide the Owner with certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality subdivision. The terms of this Agreement shall apply to any party, successor or assign who is developing all or any portion of the Land and in compliance with Exhibit MOU-2, i.e., the Concept Plan.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in City’s Code of Ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

City Manager: The City of Bastrop’s City Manager.

Concept Plan: Owner's plan, as depicted in Exhibit MOU-2, which illustrates the planned roadway network and various anticipated land uses for the Project.

Development Checklist: City and Owner shall work together in good faith to satisfy all of the items on City's Development Checklist, as depicted in Exhibit MOU-3, prior to the commencement of development. The Development Checklist is subject to periodic update by City Council, from time to time.

Director: City's Director of Planning and Development.

Effective Date of this Agreement: The latest date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all Parties.

Final Plat: A map of the subdivision, addition or development, which is to be recorded in the Bastrop County Clerk Plat Records after Owner's deposit of any required fiscal assurance with the City and upon final approval of the plat by the City.

Original Owner: Shall mean originally DM Pecan Park Associates, Ltd., or its legal successors in interest.

Owner: Shall mean Original Owner or any subsequent owner of any portion of the Land that is a successor or assignee of rights from Owner in accordance with Section 7.03 of this Agreement.

Owners' Association: One or more non-profit entities whose membership includes the owners of real property within Pecan Park created for the purpose of maintenance and repair of privately owned roads (if any are approved by City on a Final Plat), common open space and park areas, together with other common and related facilities and areas within Pecan Park.

ARTICLE II. DEVELOPMENT

Section 2.01 Development. Owner intends to develop the Land in phases. City acknowledges that the portions of the Land not under active development may remain in use for agricultural or ranching purposes and/or wildlife management, if otherwise allowed by law.

Section 2.02 Concept Plan. City hereby confirms its approval of the Concept Plan (as shown on Exhibit MOU-2) and acknowledges that the Concept Plan complies with the City's Transportation Plan.

Section 2.03 Term of Approval. The Concept Plan will be effective for the term of this Agreement, unless otherwise amended or revised by mutual agreement of the Parties. Once a portion of the roadway network for the Project has been approved by Final Plat, the City shall not alter the approved roadway network depicted on the Final Plat, currently assumed to be as shown on Exhibit MOU-2 regardless of the term of this Agreement, unless mutually agreed by the Parties.

Section 2.04 Amendments. Due to the fact that the Project comprises a significant land area and its development will occur over a number of years, Owner may make minor amendments to the Concept Plan, but only as it applies to the portion of Land owned by Owner, and only upon notification of approval of the amendment by the City Manager. The City Manager reserves the right to take any request for amendment or revision, even if deemed minor by Owner, to the City Council for approval, in his sole discretion.

Section 2.05 Review/Submittal Fees. Owner shall pay City's then current application, review and development fees, which are applicable to all other development applicants, at the time of each submission. Owner recognizes that due to the fact that the development will occur over a number of years, the City's fees that will be applicable to the development may be updated by action of the City Council, from time to time.

Section 2.06 Building Code Compliance. Structures constructed on the Land shall comply with the building code that is in effect in the City at the start of construction of the structure, unless otherwise provided in this Agreement.

ARTICLE III. SALES AND INFORMATION CENTER

Section 3.01 Sales and Information Center. Owner desires to install and maintain a sales and information center on a portion of the Property ("Sales and Information Center"). Owner and City agree that the Memorandum of Understanding, Exhibit MOU-4 shall regulate the use and operation of the Sales and Information Center.

ARTICLE IV. ECONOMIC INCENTIVES

Section 4.01 Economic Incentive Program. The City's currently adopted "Economic Development Guidelines and Criteria" are attached as Exhibit MOU-5, which may be modified and/or rescinded by the City Council, from time to time, at its sole discretion.

ARTICLE V. SIGNS

Section 5.01 Signs. Owner desires to install signage on the Property as generally depicted on Exhibit MOU-6 ("Sign Plan"). The exact locations of the signs shall be determined by mutual agreement of the Parties, upon development of the Property. Owner and City agree that the Sign Plan shall regulate the use and operation of signs throughout the Property. If Owner desires to install signs after the execution of this Agreement that are not in conformance with Exhibit MOU-6, then Owner shall submit an application to the City, in accordance with the City's Code of Ordinances.

ARTICLE VI. INFRASTRUCTURE IMPROVEMENTS

Section 6.01 Water and Wastewater Utility Commitments. The City hereby acknowledges and agrees to provide potable water and wastewater utility service for the commercial and residential area(s). The City commits to provide the service unit equivalents (“SUEs”) to service the Project in accordance with Exhibit MOU-7 (“SUE Commitment Letter”).

Section 6.02 Wastewater Improvements. On-site and off-site wastewater lines, improvements and connections to the City’s system, shall be to the City’s central lift station, which is located near the north-west corner of the Lower Colorado River Authority Substation (the “Wastewater Collection System”), unless otherwise mutually agreed by the Parties. The Wastewater Collection System connection will be provided by Owner. The Wastewater Collection System infrastructure required for future development of the Land, and the connections to the City’s central lift station will be provided by the Owner of the portion of the Land to be served. Off-site wastewater easements shall be obtained by the Owner with assistance from the City, as may be appropriate to the circumstances involved, in the City’s discretion. The construction plans for the Wastewater Collection System will be prepared by Owner and submitted to the City for review and approval in accordance with City’s Code of Ordinances. If the City determines the Wastewater Collection System is unable to handle additional wastewater flows from the Project after the Project uses 500 wastewater SUEs, then Owner shall be required to pay for the necessary improvements to expand the existing Wastewater Collection System. Owner’s share of the improvement costs for the Wastewater Collection System shall be based on Owner’s pro-rata use of the expanded Wastewater Collection System. Notwithstanding any of the above, in no event shall Owner be responsible for any expansion of the Wastewater Collection System prior to the Project using 500 wastewater SUEs.

Section 6.03 Water Improvements. All On-site and off-site water lines, improvements and connections to the existing City water lines (the “Water Distribution System”) required for development of the Land will be constructed by Owner. The Water Distribution System and its connection(s) to the City’s water distribution system will be constructed by Owner, in accordance with the City’s Code of Ordinances. Owner shall provide the City hydraulic modeling for the Project in accordance with generally accepted engineering practices. The City’s engineer will evaluate the hydraulic model for accuracy and will determine if off-site water improvements will be required. If improvements are needed to serve the Subdivision, the Owner shall make the necessary off-site water infrastructure improvements, at Owner’s cost.

Section 6.04 Stormwater Drainage. Owner shall construct onsite and off-site drainage improvements to convey storm water from the Land and accommodate natural flows from adjacent properties to the Colorado River in compliance with any applicable State or Federal law related to storm water drainage and discharge (the “Drainage Improvements”). City shall not require Owner to construct onsite detention on any portion of the Land within the natural drainage area of the Property. Off-site drainage easements, if necessary to construct the Drainage Improvements shall be obtained by the Owner. Maintenance of the stormwater drainage improvements shall be Owner’s responsibility.

The Drainage Improvements may include excess capacity above and beyond (i) what is necessary to serve the Land and (ii) any existing or natural flow from adjacent properties. After the Drainage Improvements are constructed, Owner shall be solely responsible for negotiating agreements with adjacent property owner(s) who desire to use any excess capacity (if available) of the Drainage Improvements. Owner's engineer shall notify City engineer of the amount of flow discharge to the Drainage Improvements as agreed to by Owner and any adjacent property owner. City shall have no role in these negotiations or agreements. All such agreements shall be filed by Owner in the Bastrop County Records.

Section 6.05 Traffic Impact Analysis. Original Owner and City agree that the submission of a traffic impact analysis ("TIA") for the Project may be postponed until either: (1) approval is sought for a 'third development' within the boundaries of the Land, or (2) approval is sought for a 'second development' within the boundaries of the Land, which will make the total trip count exceed 2,000 average daily trips, when combined with the "first development". By way of example, only: If "development 1" generates 800 average daily trips, and "development 2" will generate 1,500 average daily trips, then a TIA is required prior to starting "development 2." The TIA shall be in conformance with Section 1.30, Subdivision Ordinance. In addition, the scope and area of the TIA shall be in conformance with that shown on Exhibit MOU-8. If the Owner does not agree with the staff's/City's professional consultant's interpretation of the TIA requirements (as set forth either in the Code, or as shown on Exhibit MOU-8), then, in accordance with the City's Subdivision Ordinance, Section 9, entitled "Variances," the Owner may request a variance from such requirements, from the City Council.

ARTICLE VII. TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of City and Original Owner. At any time prior to the expiration of fifteen (15) years, this Agreement may be extended by mutual agreement of Original Owner and City for up to one (1) additional successive fifteen (15) year period.

Section 7.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all or a portion of the Land at any time by mutual written consent of City and Original Owner. In addition, Original Owner may unilaterally terminate this Agreement in the event that it elects not to proceed with any development under the Agreement, for economic reasons or otherwise. Original Owner shall be required to demonstrate to the City, at the time of termination, that all obligations of Owner, as contemplated by this Agreement and all applicable City ordinances and regulations, have been met including all required infrastructure for existing recorded sections of the Project has been built or bonded, all parkland and amenities for existing platted sections have been provided, and a current, updated master development plan has been submitted depicting the Project, as it exists at the time of termination.

Section 7.03 Assignment.

a. This Agreement, and the rights and obligations of Owner, in whole or in part, may be assigned to a subsequent Owner of all or a portion of the Land. Owner shall continue to be obligated for the performance of this Agreement unless such assignment or partial assignment is approved by City Manager, which approval shall not be unreasonably withheld. City Manager reserves the right to take any assignment request to the City Council for approval, in his sole discretion. City shall have the right to request and be provided by Owner with reasonable information about assignee to determine assignee's general reputation and ability to perform the obligations so assigned. City approval shall be granted if:

(i) Assignee demonstrates its agreement to the terms of this MOU, and demonstrates that it is reasonably capable of performing the obligations assigned, as stated herein; and

(ii) Assignee has a reasonably acceptable reputation in the industry with experience in the development of projects of a similar nature, size and scope; Assignee shall provide the City Manger with a list of comparable developments, which list shall include the names and contact information (phone, address and email address) for references related to each development identified.

In the event City denies a request for approval of an assignment, the City shall specify the reasons for such denial in writing.

Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee prior to the City's approval of the Assignment.

b. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee prior to the City's approval of the Assignment

c. If City consents to such assignment, as set forth above, then the rights and obligations of the assignee and Owner or Original Owner will be severable, and Owner (or Original Owner) will not be liable for the nonperformance of the assignee, and vice versa. In the case of nonperformance by Owner (or Original Owner) or an assignee, City may pursue all remedies against that nonperforming party, but will not impede development activities of any performing party as a result of that nonperformance.

d. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer or user who purchases any portion of the Land either as a lot or a structure.

Section 7.04 Remedies.

a. If City defaults under this Agreement, Owner shall give notice setting forth the event of default ("Notice") to City. In addition, if City fails to cure any alleged default

within a reasonable period of time, not less than forty-five (45) days after the date of the Notice and thereafter to diligently pursue such cure to completion, Owner may terminate this Agreement by providing written notice to City as to all of the Land owned by Owner, or as to the portion of the Land affected by the default, and/or Owner may pursue injunctive relief from a court of proper jurisdiction.

b. If Owner defaults under this Agreement, City shall give written Notice to Owner. If Owner fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, City may terminate the Agreement and/or may pursue injunctive relief from a court of proper jurisdiction.

c. Each Party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.

d. If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing Party.

Section 7.05 Cooperation.

a. City and Owner each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

b. City and Owner agree to coordinate and cooperate with each other, in connection with any permits or approvals Owner or City may need from Bluebonnet Electric Cooperative, LCRA, Bastrop County, TCEQ or any other regulatory authority in order to carry out the Concept Plan and the Project.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement, Owner and City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

d. Owner or City may initiate non-binding mediation on any issues in dispute and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

Section 8.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by

one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) business days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

With Required Copy to: Jo-Christy Brown
Law Offices of J. C. Brown, P.C.
1411 West Avenue, Suite 100
Austin, TX 78701

Owner: DM Pecan Park Associates, Ltd.
c/o Duke McDowell
1213 Ranch Road 620, Suite 200
Austin, TX 78734

With Required Copy to: David Armbrust
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. Owner may, by giving at least five (5) days' written notice to City, designate additional parties to receive copies of notices under this Agreement.

Section 8.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 8.04 Conflict. Unless specifically modified by other provisions of this Agreement, the City's development regulations and other ordinances, in effect at the time of the Owner's filing of the Final Plat in the Bastrop County Records, shall govern the development of the Project.

Section 8.05 Time. Time is of the essence of this Agreement.

Section 8.06 Authority for Execution. City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter. Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.

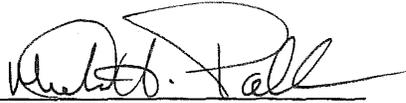
Section 8.07 This Agreement supersedes and replaces all prior agreements, reservations, permits, plans, plats, and/or understandings, whether preliminary or final, that have been processed by Original Owner/Owner /predecessor owner through the City, with respect to the Land. Thus, the Parties agree that all prior agreements, reservations, permits, plans, plats, and/or understandings are void and without further effect at the time this Agreement becomes effective.

Section 8.08 Exhibits. The following exhibits are attached to this Agreement, and made a part for all purposes:

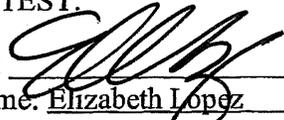
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|----------------------|---|---|
| <u>Exhibit MOU-1</u> | - | Metes and Bounds Description of the Land |
| <u>Exhibit MOU-2</u> | - | Concept Plan |
| <u>Exhibit MOU-3</u> | - | Development Checklist |
| <u>Exhibit MOU-4</u> | - | Sales and Information Center Plan |
| <u>Exhibit MOU-5</u> | - | City's Economic Development Guidelines |
| <u>Exhibit MOU-6</u> | - | Sign Plan |
| <u>Exhibit MOU-7</u> | - | SUE Commitment Letter |
| <u>Exhibit MOU-8</u> | - | Scope and Area of Traffic Impact Analysis |

The undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BASTROP

By: 
Name: Michael H. Talbot
Title: City Manager for the City of Bastrop
Date: _____

ATTEST:

By: 
Name: Elizabeth Lopez
Title: City of Bastrop Secretary

STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me the 17 day of December
2013, by _____, _____ City of Bastrop, Texas, on behalf of City.


Notary Public Signature



DM Pecan Park Associates, Ltd.,
a Texas limited partnership

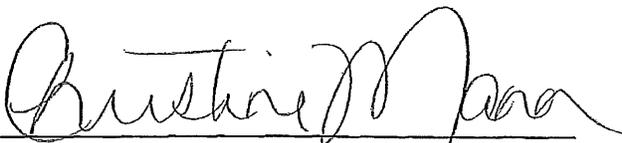
By: McDowell Development, LLC
a Texas limited liability company
its General Partner


By: Duke McDowell, Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 12th day of December, 2013, by Duke McDowell, Manager of McDowell Development, LLC, a Texas limited liability company, General Partner of DM Pecan Park Associates, Ltd., a Texas limited partnership on behalf of said limited liability company and limited partnership.


Notary Public Signature

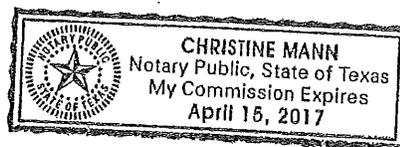


EXHIBIT MOU-1
LAND

Tract A-1

FIELD NOTE DESCRIPTION OF 189.952 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (282.1 ACRE) TRACT OF LAND CONVEYED TO K.G. SCHAEFER IN A DEED AS RECORDED IN VOLUME 100 PAGE 376 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO FRANCES SCHAEFER BUCKHAULTS IN A WILL AS RECORDED IN VOLUME 82 PAGE 483 OF THE PROBATE RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the base of a fence corner post, being at the most southeasterly corner of that certain (100 acre) tract of land conveyed to K.G. Schaefer in a deed as recorded in Volume 100 Page 376 of the Deed Records of Bastrop County, Texas, and also being in the northerly line of that certain (282.1 acre) tract conveyed to K.G. Schaefer in the same deed, said tracts being a portion of those tracts of land conveyed to Frances Schaefer Buckhaults in a will as recorded in Volume 82 Page 483 of the Probate Records of Bastrop County, Texas, said iron rod also being the southwesterly corner of that certain (17.516 acre) tract of land conveyed to the Merle Arnold Prokop, jr. Revocable Living Trust, dated November 22, 1991 in a deed as recorded in Volume 617 Page 308 of the Official Records of Bastrop County, Texas, and also being for the most northeasterly corner of that certain (16.007 acre) tract of land conveyed to Julia Jean Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 658 Page 429 of the Official Records of Bastrop County, Texas, and being for the most northwesterly corner of the tract herein described,

THENCE, with the southerly line of the Prokop tract N 89 deg. 37' 52" E 387.06 feet to a ¾" iron pipe found at the most southwesterly corner of Lot 3 of the Beck, NHP, and Prokop Subdivision, Section One, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Slide 191B of the Plat Records of Bastrop County, Texas,

THENCE, with southerly line of said Lot 3, N 89 deg. 32' 41" E 322.40 feet to a capped ½" iron rod found at the most northwesterly corner of that certain (2.798 acre) tract of land conveyed to the Lower Colorado River Authority (L.C.R.A.) in a deed as recorded in Volume 1132 Page 490 of the Official Records of Bastrop County, Texas,

THENCE, with the bounds of the L.C.R.A. tract, S 00 deg. 26' 02" E 325.06 feet to a capped iron rod found, N 89 deg. 34' 02" E 374.92 feet to a capped iron rod found, and N 00 deg. 25' 55" W 324.98 feet to a capped ½" iron rod found in the southerly line of Lot 1, Block A, of Bastrop West Commercial, Section 3, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Slide 110A of the Plat Records of Bastrop County, Texas,

THENCE, with the southerly line of said Lot 1, Block A, N 88 deg. 48' 06" E 75.62 feet to a ½" iron rod found at the southwesterly corner of Lot 1, of Bastrop West Commercial, Section 2, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 2 Slide 377B of the Plat Records of Bastrop County, Texas,

THENCE, with the southerly line of said Lot 1, N 89 deg. 37' 24" E 1186.72 feet to a ¾" iron pipe found at the base of a fence corner post, being at the most southwesterly corner of that certain (0.947 acre-Lot 1) tract of land conveyed to the Utley Cattle Limited Partnership in a deed as recorded in Volume 1012 Page 907 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of said Cattle tract, N 89 deg. 34' 36" E 322.83 feet to a ½" iron rod found at the southwesterly terminus of Childers Drive,

THENCE, N 89 deg. 33' 34" E, passing at or about 50' the southeasterly terminis of Childers Drive, and being the southwesterly corner of that certain (4.096 acre) tract of land conveyed to FM Partners, VII in a deed as recorded in Volume 400 Page 353 of the Official Records of Bastrop County, Texas, and continuing on the same course, with the southerly line of the Partners tract, and passing the most southwesterly corner of that certain (0.512 acre) tract of land conveyed to Olen Russell Jenkins and Mary Jo Jenkins in a deed as recorded in Volume 275 Page 839 of the Official Records of Bastrop County, Texas, at or about 410.55 feet, and continuing on the same course another 186 feet for a total distance of 596.55 feet to a ½" iron rod found at the southwesterly corner of that certain (130' X 120') tract of land conveyed to Victor Juarez, Jr. and Mary Ann Juarez in a deed as recorded in Volume 257 Page 737 of the Official Records of Bastrop County, Texas,

THENCE, with the southerly line of the Juarez tract, N 89 deg. 26' 57" E 131.02 feet to a ½" iron rod found at the most southwesterly corner of that certain (80' X 120') tract of land conveyed to John P. Calhoun and Rose A. Calhoun in a deed as recorded in Volume 277 Page 769 of the Deed Records of Bastrop County, Texas,

THENCE, with the southerly line of the Calhoun tract, N 89 deg. 52' 01" E, passing the southwesterly corner of that certain (80' X 120') tract of land conveyed to Robert L. Miller, Sr. and Robert L. Miller, Jr. in a deed as recorded in Volume 306 Page 593 of the Official Records of Bastrop County, Texas, at or about 80' and continuing on the same course, and passing southwesterly corner of that certain (94' X 120') tract of land conveyed to Theresia Breimer Roberts in a deed as recorded in Volume 256 Page 870 of the Official Records of Bastrop County, Texas, at or about 80', and continuing on that same course, and passing the most southwesterly corner of that certain (94.3' X 120') tract of land conveyed to Ray Barron in a deed as recorded in Volume 289 Page 550 of the Official Records of Bastrop County, Texas, at or about 94', and continuing on the same course and passing the most southwesterly corner of that certain (80' X 120') tract of land conveyed to Terry Jackson and Kay Jackson in a deed as recorded in Volume 346 Page 774 of the Official Records of Bastrop County, Texas, at or about 94.3', and continuing on the same course, and passing the most southwesterly corner of that certain (0.304 acre) tract of land conveyed to Forrest D. Wilson and Kimberly K. Wilson in a deed as recorded in Volume 1244 Page 467 of the Official Records of Bastrop County, Texas, at or about 80', and continuing on the same course another 50.35 feet for a total distance of 478.65 feet to a ½" iron rod found at the most northwesterly corner of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, jr. in a Contract of Sale and Purchase as described and recorded in Volume 332 Page 547 of the Official Records of Bastrop County, Texas, and being for the most northeasterly corner of this tract,

THENCE, with the westerly line of the Rabensburg (20.000 acre) Tract, S 27 deg. 15' 50" W 1334.65 feet to a ½" iron rod set at the most easterly corner of that certain (1.500 acre) tract of land conveyed to Julia Jean Rabensburg and Lynn Marie Qualline as trustees for Jamie Lynn Martin in a deed as recorded in Volume 329 Page 579 of the Official Records of Bastrop County, Texas, and being for an angle in the southeasterly line of this tract,

THENCE, with the northeasterly and northwesterly line of the Martin tract, N 62 deg. 44' 09" W 180.00 feet, to a ½" iron rod set and S 27 deg. 15' 50" W 460.99 feet to a ½" iron rod set in the northwesterly line of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Qualline in a deed as recorded in Volume 831 Page 246 of the Official Records of Bastrop County, Texas, and being for an angle in the southeasterly line of this tract,

THENCE, with the northwesterly and southwesterly line of the Qualline (6.500 acre) tract, S 69 deg. 48' 22" W 150.78 feet to a ½" iron rod found and S 20 deg. 55' 26" E 564.85 feet to a point in the low bank of the Colorado River, being for the most southeasterly corner of this tract,

THENCE, with the low bank of the Colorado River the following six (6) general courses:

- 1) S 67 deg. 28' 34" W 758.29 feet,
- 2) S 81 deg. 36' 16" W 670.03 feet,
- 3) S 77 deg. 41' 19" W 346.22 feet,
- 4) S 71 deg. 49' 38" W 506.08 feet,
- 5) S 76 deg. 00' 10" W 638.98 feet,

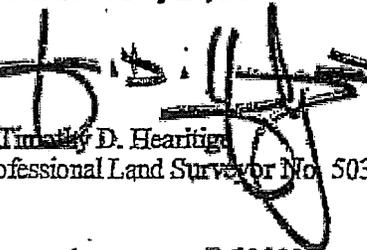
6) S 85 deg. 52' 23" W 554.84 feet to a point on the low bank of the Colorado River where the fence between the Schaefer (282.10 acre) tract and that certain (94.00 acre) tract of land conveyed to Jo Ann Griesenbeck Cantrell in a deed as recorded in Volume 445 Page 684 of the Official Records of Bastrop County, Texas, being for the most southwesterly corner of this tract,

THENCE, with the fence between the Schaefer (282.1 acre) tract and the Cantrell tract, N 03 deg. 10' 00" W 418.69 feet, and N 05 deg. 54' 13" W 313.26 feet to a capped ½" iron rod found at the most southwesterly corner of that certain (5.134 acre) tract of land conveyed to Julie S. Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 818 Page 508 of the Official Records of Bastrop County, Texas, and being for the most westerly northwest corner of this tract,

THENCE, with the southerly and easterly line of the Rabensburg (5.134 acre) tract, N 80 deg. 52' 00" E 443.68 feet to a capped ½" iron rod found and N 21 deg. 52' 02" W 779.72 feet to a capped ½" iron rod found at the most southeasterly corner of that certain (1.012 acre) tract of land conveyed to Carl G. Rabensburg and Julia S. Rabensburg in a deed as recorded in Volume 555 Page 138 of the Official Records of Bastrop County, Texas, and also being at the most southerly southwest corner of the Rabensburg (16.007 acre) tract and being for an angle in the westerly line of this tract,

THENCE, with the southerly and easterly line of the Rabensburg (16.007 acre) tract, N 84 deg. 47' 20" E 571.73 feet to a capped ½" iron rod found, N 08 deg. 52' 20" W 227.11 feet to a fence post found flagged, N 22 deg. 16' 04" W 421.58 feet to a fence post found flagged, and N 05 deg. 19' 23" W 694.12 feet to the PLACE OF BEGINNING, in all containing 189.952 acres of land.

SURVEYED: May 20, 2004

BY: 
Timothy D. Hearitige
Registered Professional Land Surveyor No. 5036



Tract A-2

FIELD NOTE DESCRIPTION OF 1.863 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (282.1 ACRE) TRACT OF LAND CONVEYED TO K.G. SCHAEFER IN A DEED AS RECORDED IN VOLUME 100 PAGE 376 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO FRANCES SCHAEFER BUCKHAULTS IN A WILL AS RECORDED IN VOLUME 82 PAGE 483 OF THE PROBATE RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set at the most northwesterly corner of that certain (1.626 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 421 Page 607 of the Official Records of Bastrop County, Texas, and being in the interior certain (282.1 acre) tract of land conveyed to K.G. Schaefer in a deed as recorded in Volume 100 Page 376 of the Deed Records of Bastrop County, Texas, the remaining portion of said (282.1 acre) tract being those tracts of land conveyed to Frances Schaefer Buckhaults in a will as recorded in Volume 82 Page 483 of the Probate Records of Bastrop County, Texas, said iron rod being in the southerly line of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, Jr. in a Contract of Sale and Purchase as recorded in Volume 332 Page 547 of the Official Records of Bastrop County, Texas, and being for the most northeasterly corner of the tract herein described, and from which a 60d nail found at the base of a fence corner post bears N 68 deg. 40' 21" E 863.76 feet,

THENCE, with the westerly line of the Oualline (1.626 acre) tract, S 07 deg. 34' 14" E, passing a ½" iron rod set at the most southwesterly corner of the Oualline (1.626 acre) tract at 286.78 feet, and continuing on the same course another 365.40 feet, for a total distance of 652.18 feet to a point on the low bank of the Colorado River, being for the most southeasterly corner of this tract,

THENCE, with the low bank of the Colorado River, S 73 deg. 46' 04" W 53.45 feet to a point at the most southeasterly corner of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 831 Page 246 of the Official Records of Bastrop County, Texas, being for the most southwesterly corner of this tract,

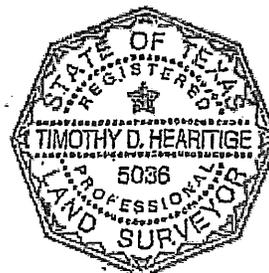
THENCE, with the easterly line of the Oualline (6.500 acre) tract, N 20 deg. 52' 12" W 628.75 feet to a ½" iron rod set in the southerly line of the Rabensburg (20.000 acre) tract, being for the most northwesterly corner of this tract,

THENCE, with the southerly line of the Rabensburg (20.000 acre) tract, N 68 deg. 40' 21" E 203.31 feet to the **PLACE OF BEGINNING**, in all containing 1.863 acres of land.

SURVEYED: May 20, 2004

BY:


Timothy D. Hearitige
Registered Professional Land Surveyor No. 5036



Tract B-1

FIELD NOTE DESCRIPTION OF 20.019 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING THAT SAME (20.000 ACRE) TRACT OF LAND CONVEYED TO CARL G. RABENSBURG, JR. IN A CONTRACT OF SALE AND PURCHASE AS DESCRIBED AND RECORDED IN VOLUME 332 PAGE 547 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the base of a fence corner post in the westerly right-of-way line of Perkins Street, being at the most northerly line of that certain (282.1 acre) tract of land conveyed to K.G. Schaefer in a deed as recorded in Volume 100 Page 376 of the Deed Records of Bastrop County, Texas, said iron rod also being the southeasterly corner of that certain (0.241 acre) tract of land conveyed to Edward M. Lowden and Generosa Lowden in a deed as recorded in Volume 164 Page 209 of the Deed Records of Bastrop County, Texas, and being at the most northeasterly corner of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, jr. in a Contract of Sale and Purchase as described and recorded in Volume 332 Page 547 of the Official Records of Fayette County, Texas, and being for the most northwesterly corner of the tract herein described,

THENCE, with the westerly right-of-way line of Perkins Street (as found fenced and used on the ground, and as described in the Rabensburg (20.000 acre) description) S 12 deg. 18' 11" W 1044.05 feet to a 60d nail found at the base of a fence corner post, being at an angle in the right-of-way line of Perkins Street, and being at the most southeasterly corner of this tract,

THENCE, with the northerly right-of-way line of Perkins Street S 68 deg. 40' 21" W 1066.88 feet to a ½" iron rod found at the most northeasterly corner of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 331 Page 246 of the Official Records of Bastrop County, Texas, being for an angle in the southerly line of this tract,

THENCE, with the northerly line of the Oualline (6.500 acre) tract, S 69 deg. 48' 22" W 60.00 feet to a ½" iron rod set for the most southeasterly corner of that certain (1.500 acre) tract of land conveyed to Julia Jean Rabensburg and Lynn Marie Oualline as trustees for Jamie Lynn Martin in a deed as recorded in Volume 329 Page 579 of the Official Records of Bastrop County, Texas, and being for the most southwestery corner of this tract,

THENCE, with the westerly line of the Rabensburg (20.000 acre) Tract, N 27 deg. 15' 50" E, passing a ½" iron rod set at the most easterly corner of the Martin tract at 264.84 feet, and continuing on the same course another 1334.65 feet, for a total distance of 1599.49 feet to a ½" iron rod found in the southerly line of that certain (0.304 acre) tract of land conveyed to Forest D. Wilson and Kimberly K. Wilson in a deed as recorded in Volume 1244 Page 487 of the Official Records of Bastrop County, Texas, and being for the most northwesterly corner of this tract,

THENCE, with the southerly line of the Wilson tract, N 89 deg. 14' 29" E, passing the southwestery corner of that certain (0.2749 acre) tract of land conveyed to Debra L. Perry and Douglas L. Perry in a deed as recorded in Volume 1250 Page 763 of the Official Records of Bastrop County, Texas at or about 60' and continuing on the same course another 99.62 feet for a total distance of 159.62 feet to a ½" iron rod found at the most southwestery corner of that certain (0.241 acre) tract of land conveyed to Ed Lowden in a deed as recorded in Volume 164 Page 209 of the Deed Records of Bastrop County, Texas,

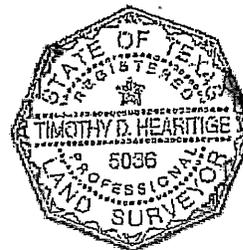
THENCE, with the southerly line of the Lowden tract, N 89 deg. 15' 43" E, passing the southwestery corner of that certain (0.241 acre) tract of land conveyed to E. W. Baker in a deed as recorded in Volume 166 Page 654 of the Deed Records of Bastrop County, Texas, at or about 87.56 feet, and continuing on the same course, and passing the southwestery corner of that certain (0.390 acre) tract of land conveyed to Mary S. Weatherford in a deed at or about another 87.56 feet, and passing the southwestery corner of the Lowden (0.241 acre) tract at or about another 118 feet, in all a total distance of 380.31 feet to the PLACE OF BEGINNING, in all containing 20.019 acres of land.

SURVEYED: May 20, 2004

BY:

Timothy D. Hearitige

Registered Professional Land Surveyor No. 5036



see accompanying map no. B 120002

Tract B -

FIELD NOTE DESCRIPTION OF 22.144 ACRES OF LAND OUT OF THE MOZZA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (16.007 ACRE) TRACT OF LAND CONVEYED TO JULIA JEAN RABENSBURG AND CARL G. RABENSBURG IN A DEED AS RECORDED IN VOLUME 658 PAGE 429 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF THAT CERTAIN (1.012 ACRE) TRACT OF LAND CONVEYED TO CARL G. RABENSBURG AND JULIE S. RABENSBURG IN A DEED AS RECORDED IN VOLUME 555 PAGE 138 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND ALSO ALL OF THAT CERTAIN (5.134 ACRE) TRACT OF LAND CONVEYED TO JULIE S. RABENSBURG AND CARL G. RABENSBURG IN A DEED AS RECORDED IN VOLUME 818 PAGE 508 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS.

BEGINNING at a 1/2" iron rod found at the base of a fence corner post, being at the most southeasterly corner of that certain (100 acre) tract of land conveyed to K. G. Schaefer in a deed as recorded in Volume 100 Page 376 of the Deed Records of Bastrop County, Texas, and also being in the northerly line of that certain (282.1 acre) tract conveyed to K. G. Schaefer in the same deed, said tracts being a portion of those tracts of land conveyed to Frances Schaefer Buckhaults in a will as recorded in Volume 82 Page 483 of the Probate Records of Bastrop County, Texas, said iron rod also being the southwesterly corner of that certain (17.516 acre) tract of land conveyed to the Merle Arnold Prokop, Jr. Revocable Living Trust, dated November 22, 1991 in a deed as recorded in Volume 617 Page 308 of the Official Records of Bastrop County, Texas, and also being for the most northeasterly corner of that certain (16.007 acre) tract of land conveyed to Julie Jean Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 658 Page 429 of the Official Records of Bastrop County, Texas, and being for the most northwesterly corner of the tract herein described.

THENCE, with the easterly line of the Rabensburg (16.007 acre) tract, S 05 deg. 19' 23" E 694.12 feet to a fence post found flagged, S 22 deg. 16' 04" E 421.58 feet to a fence post found flagged, and S 08 deg. 52' 20" E 227.11 feet to a capped 1/2" iron rod found at the most southeasterly corner of the Rabensburg (16.007 acre) tract,

THENCE, with the southerly line of the Rabensburg (16.007 acre) tract, S 84 deg. 47' 20" W 571.73 feet to a capped 1/2" iron rod found at the most northeasterly corner of that certain (5.134 acre) tract of land conveyed to Julie S. Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 818 Page 508 of the Official Records of Bastrop County, Texas, and being at the most southeasterly corner of that certain (1.012 acre) tract of land conveyed to Carl G. Rabensburg and Julie S. Rabensburg in a deed as recorded in Volume 555 Page 138 of the Official Records of Bastrop County, Texas, and also being at the most southerly southwest corner of the Rabensburg (16.007 acre) tract and being at an angle in the easterly line of this tract,

THENCE, with the easterly line of the Rabensburg (5.134 acre) Tract, S 21 deg. 52' 02" E 779.72 feet to a capped iron rod found under a fence, being for the most southeasterly corner of the Rabensburg (5.134 acre) tract, and being for the most southerly southeast corner of this tract,

THENCE, with the southerly line of the Rabensburg (5.134 acre) tract, S 80 deg. 52' 00" W 443.68 feet to a capped 1/2" iron rod found at the base of a fence corner post at the most southwesterly corner of the Rabensburg (5.134 acre) tract, and being in the fenced easterly line of that certain (94.00 acre) tract of land conveyed to Jo Ann Griesenbeck Cantrell in a deed as recorded in Volume 445 Page 684 of the Official Records of Bastrop County, Texas, and being for the most southwesterly corner of this tract,

THENCE, with the westerly line of the Rabensburg (5.134 acre) tract, N 00 deg. 30' 49" E 781.27 feet to a 1/2" iron rod found in the concrete around a fence corner post at the most southwesterly corner of the Rabensburg (1.012 acre) tract, and being for an angle in the westerly line of this tract,

THENCE, with the westerly line of the Rabensburg (1.012 acre) tract of land N 00 deg. 12' 05" W 350.02 feet to a capped 1/2" iron rod found at the most westerly southwest corner of the Rabensburg (16.007 acre) tract, being for an angle in the westerly line of this tract,

THENCE, with the westerly line of the Rabensburg (16.007 acre) tract, N 00 deg. 25' 59" E 1016.05 feet to a 1/2" iron rod found at the base of a fence corner post, being in the southerly line of the Schaefer (100 acre) tract of land, and being for the most northwesterly corner of this tract,

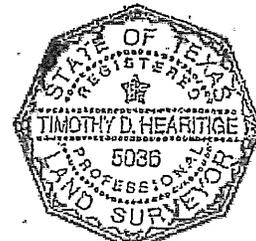
THENCE, with the northerly line of the Rabensburg (16.007 acre) tract, N 89 deg. 26' 27" E 444.41 feet to the PLACE OF BEGINNING, in all containing 22.144 acres of land.

SURVEYED: May 20, 2004

BY:

Timothy D. Hearitige

Registered Professional Land Surveyor No. 5026



Tract C

FIELD NOTE DESCRIPTION OF 6.528 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING THAT SAME (6.500 ACRE) TRACT OF LAND CONVEYED TO LYNN MARIE OUALLINE IN A DEED AS RECORDED IN VOLUME 831 PAGE 246 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the most northeasterly corner of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 831 Page 246 of the Official Records of Bastrop County, Texas, also being in the southerly line of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, jr. in a Contract of Sale and Purchase as described and recorded in Volume 332 Page 547 of the Official Records of Fayette County, Texas, and being for the most northeasterly corner of the tract herein described,

THENCE, with the southeasterly line of the Oualline (6.500 acre) tract, S 20 deg. 52' 12" E 628.75 feet to a point on the low bank of the Colorado River, being for the most southeasterly corner of this tract,

THENCE, with the low bank of the Colorado River S 77 deg. 26' 05" W 481.30 feet to a point for the most southerly corner of the Oualline (6.500 acre) tract and being for the most southerly corner of this tract,

THENCE, with the southwesterly line of the Oualline (6.500 acre) tract, N 28 deg. 55' 26" W 564.85 feet to a 1/2" iron rod set for the most westerly corner of this tract,

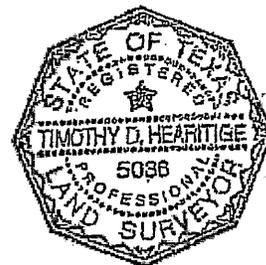
THENCE, N 69 deg. 48' 22" E, at 150.78 feet to a 1/2" iron rod set at the most southwesterly corner of that certain (1.500 acre) tract of land conveyed to Julia Jean Rabensburg and Lynn Marie Oualline as trustees for Jamie Lynn Martin in a deed as recorded in Volume 329 Page 579 of the Official Records of Bastrop County, Texas; and continuing N 69 deg. 48' 22" E, another 266.22 feet to a 1/2" iron rod set at the most southwesterly corner of the Rabensburg (20.000 acre) tract, and continuing S 69 deg. 48' 22" W another 60.00 feet, for a total distance of 476.82 feet to the PLACE OF BEGINNING, in all containing 6.528 acres of land.

SURVEYED: May 20, 2004

BY:

Timothy D. Hearitige

Registered Professional Land Surveyor No. 5036



Tract D

FIELD NOTE DESCRIPTION OF 1.500 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, AND BEING THAT SAME (1.500 ACRE) TRACT OF LAND CONVEYED TO JULIE JEAN RABENSBURG AND LYNN MARIE OUALLINE, AS TRUSTEES FOR JAMIE LYNN MARTIN IN A DEED AS RECORDED IN VOLUME 329 PAGE 579 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set at the most southeasterly corner of that certain (1.500 acre) tract of land conveyed to Julia Jean Rabensburg and Lynn Marie Oualline as trustees for Jamie Lynn Martin in a deed as recorded in Volume 329 Page 579 of the Official Records of Bastrop County, Texas, and also being at the most southwesterly corner of that certain (20.000 acre) tract of land conveyed to Carl G. Rabensburg, jr. in a Contract of Sale and Purchase as described and recorded in Volume 332 Page 547 of the Official Records of Fayette County, Texas, and being at the most southeasterly corner of the tract herein described, and from which a ½" iron rod found at the most northeasterly corner of that certain (6.500 acre) tract of land conveyed to Lynn Schaefer Oualline in a deed as recorded in Volume 831 Page 246 of the Official Records of Bastrop County, Texas, bears N 69 deg. 48' 22" E 60.00 feet,

THENCE, with the common line between the Martin tract and the Oualline (6.500 acre) tract, S 69 deg. 48' 22" W 266.22 feet to a ½" iron rod set for the most southwesterly corner of this tract,

THENCE, with the northwesterly line of the Martin tract, N 27 deg. 15' 50" E 460.99 feet to a ½" iron rod set for the most northerly corner of this tract,

THENCE, with the northeasterly line of the Martin tract, S 62 deg. 44' 09" E 180.00 feet to a ½" iron rod set in the westerly line of the Rabensburg (20,000 acre) tract, being for the most easterly corner of this tract, and from which a ½" iron rod found at the most northwesterly corner of the Rabensburg tract bears N 27 deg. 15' 50" E 1334.65 feet,

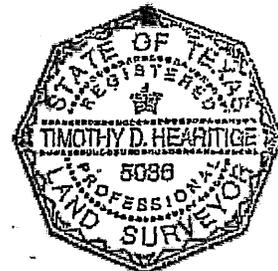
THENCE, with the westerly line of the Rabensburg (20,000 acre) tract, S 27 deg. 15' 50" W 264.84 feet to the **PLACE OF BEGINNING**, in all containig 1.500 acres of land.

SURVEYED: May 20, 2004

BY:

Timothy D. Hearitige

Registered Professional Land Surveyor No. 5036



FIELD NOTE DESCRIPTION OF 69.296 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (74.347 ACRE) TRACT OF LAND CONVEYED TO FRANCIS SCHAEFER BUCKHAULTS, JULIA JEAN RABENSBURG, AND LYNN MARI SCHAEFER OUALLINE IN A DEED AS RECORDED IN VOLUME 553 PAGE 684 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, TOGETHER WITH ALL OF LOT 1 OF SCHAEFER WEST, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 2 PAGE 399B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped $\frac{1}{2}$ " iron rod found in the southwesterly right-of-way line of State Highway 71, being at the most northeasterly corner of that certain (43.00 acre) tract of land conveyed to Lisa Berdoll, as trustee, in a deed as recorded in Volume 631 Page 485 of the Official Records of Bastrop County, Texas, and being at the most northwesterly corner of the remainder of that certain (74.347 acre) tract of land conveyed to Francis Schaefer Buckhaults, Julia Jean Rabensburg, and Lynn Marie Schaefer Oualline in a deed as recorded in Volume 533 Page 684 of the Official Records of Bastrop County, Texas, and being for the most northwesterly corner of the tract herein described,

THENCE, with the southwesterly right-of-way line of Highway 71 S 66 deg. 57' 15" E 521.79 feet to a $\frac{1}{2}$ " iron rod found at the most northwesterly corner of that certain (2.00 acre) tract of land conveyed to Lynn Schaefer Oualline and John H. Wieting, jr. in a deed as recorded in Volume 664 Page 448 of the Official Records of Bastrop County, Texas, and being for an angle in the northerly line of this tract,

THENCE, leaving said right-of-way line, and with the westerly line of the Oualline tract, S 00 deg. 15' 28" W 483.74 feet to a $\frac{1}{2}$ " iron rod found at the most southwesterly corner of said (2.00 acre) tract,

THENCE, with the southerly line of the Oualline tract, S 89 deg. 44' 15" E 198.84 feet to a $\frac{1}{2}$ " iron rod found at the base of a fence corner post at the most southwesterly corner of that certain (2.00 acre) tract of land conveyed to Don A. Stewart, Inc. in a deed as recorded in Volume 661 Page 194 of the Official Records of Bastrop County, Texas, and being for an angle in the northerly line of this tract,

THENCE, with the southerly line of the Stewart tract S 89 deg. 44' 15" E 253.46 feet to a $\frac{1}{2}$ " iron rod set in the westerly line of Schaefer West, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 2 Page 399B of the Plat Records of Bastrop County, Texas, and being for an angle in the northerly line of this tract,

THENCE, with the southerly line of the Schaefer West tract, being the westerly and southerly right-of-way lines of Schaefer Boulevard S 00 deg. 14' 48" W 48.38 feet to a $\frac{1}{2}$ " iron rod set and S 89 deg. 48' 19" E 80.00 feet to a $\frac{1}{2}$ " iron rod found at the southwesterly corner of Lot 2 of said Schaefer subdivision,

THENCE, with the southerly line of said Lot 2, S 89 deg. 48' 19" E 150.12 feet to a $\frac{1}{2}$ " iron rod found for the common southerly corner of Lots 1 and 2 of said subdivision,

THENCE, with the common line between Lots 1 and 2, N 00 deg. 18' 15" E, passing a $\frac{1}{2}$ " iron rod found at 242.33 feet and continuing on the same course another 3.00 feet for a total distance of 245.33 feet to a $\frac{1}{2}$ " iron rod set in the southwesterly right-of-way line of Highway 71, being for an angle in the northerly line of this tract,

Page 2
(69.296 acres)

THENCE, with said right-of-way line S 68 deg. 57' 50" E 233.53 feet to a ½" iron rod set for the most northeasterly corner of this tract, being the most northwesterly corner of that certain (17.516 acre) tract of land conveyed to the Merle Arnold Prokop, jr. Revocable Living Trust, Dated November 22, 1991, in a deed as recorded in Volume 617 Page 308 of the Official Records of Bastrop County, Texas, and also being at the most northwesterly corner of the Beck, NHP, and Prokop Subdivision, Section One, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Cabinet 3 Page 181B of the Plat Records of Bastrop County, Texas,

THENCE, leaving said right-of-way line and with the common line between the Buckhaults tract and the Prokop tract S 00 deg. 28' 13" W 2069.52 feet to a ½" iron rod found at the base of a fence corner post being the most southeasterly corner of the Buckhaults tract, and also being the most northwesterly corner of that certain (remaining portion of 258.51 acre) tract of land conveyed to Francis Schaefer Buckhaults in a Will as recorded in Volume 82 Page 483 of the Probate Records of Bastrop County, Texas, and also being at the most northeasterly corner of that certain (16.007 acre) tract of land conveyed to Julia Jean Rabensburg and Carl G. Rabensburg in a deed as recorded in Volume 658 Page 429 of the Official Records of Bastrop County, Texas, and being for the most southeasterly corner of this tract,

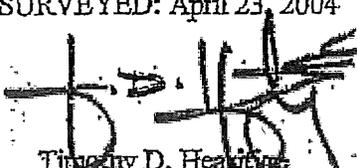
THENCE, with the northerly line of the Rabensburg (16.007 acre) Tract, S 89 deg. 26' 27" W 444.41 feet to a ½" iron rod found at the most northeasterly corner of that certain (94.00 acre) tract of land conveyed to Jo Ann Griesenbeck Cantrell in a deed as recorded in Volume 445 Page 684 of the Official Records of Bastrop County, Texas, and being for an angle in the southerly line of this tract,

THENCE, with the common line between the Buckhaults tract and the Cantrell tract, S 89 deg. 58' 23" W 930.30 feet to a capped ½" iron rod found at the base of a fence corner post, being at the most southeasterly corner of the Berdoll tract and being for the most southwest corner of this tract,

THENCE, with the common line between the Buckhaults tract and the Berdoll tract, N 00 deg. 19' 46" E 2661.79 feet to the PLACE OF BEGINNING, in all containing 69.296 acres of land.

SURVEYED: April 23, 2004

BY:



Timothy D. Hearitage

Registered Professional Land Surveyor No. 5036

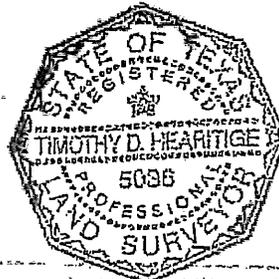


EXHIBIT MOU-2
CONCEPT PLAN

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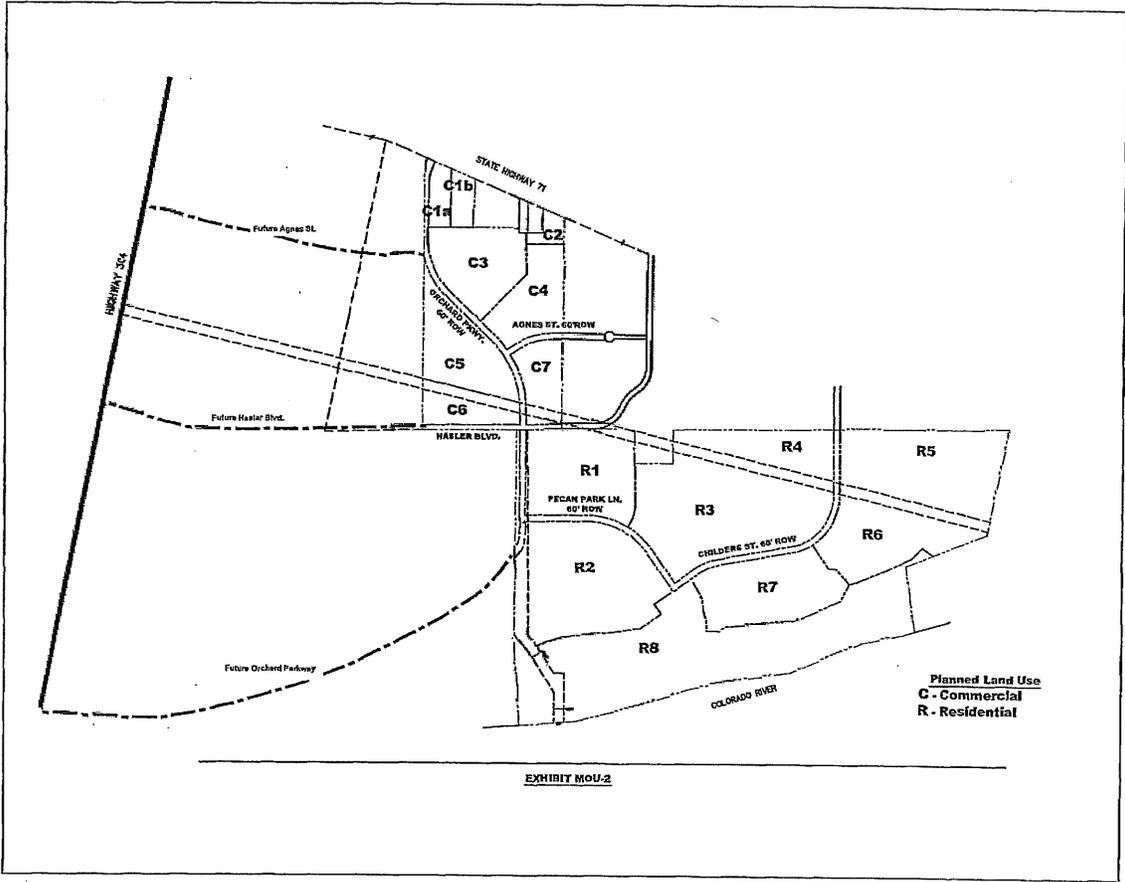
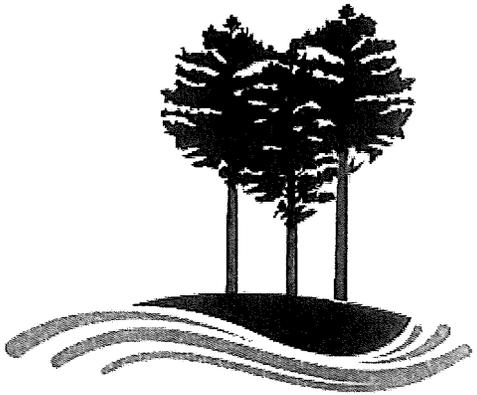


EXHIBIT MOU-2

EXHIBIT MOU-3
DEVELOPMENT CHECKLIST



City of Bastrop Development Manual



BASTROPTX
Heart of the Lost Pines
Est. 1832

Planning & Development Department
1311 Chestnut Street
Bastrop, Texas 78602
(512) 332-8840



DEVELOPMENT MANUAL TABLE OF CONTENTS

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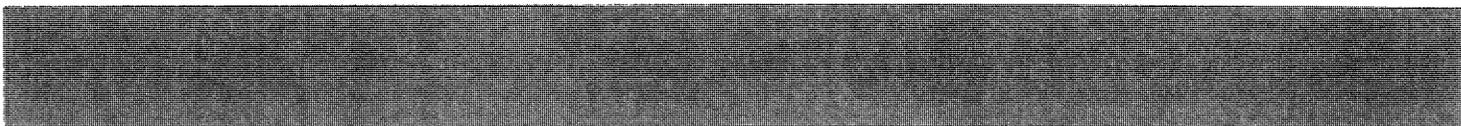
Section 3 – Zoning Related Applications

Section 4 – Site Development Related Applications

Section 5 – Fee Schedules



Section 2
Subdivision Related
Applications





PRELIMINARY PLAT APPLICATION

Please complete all of the following information (type or print):

Project Name: _____

Project Address/Location: _____

Legal Description: _____

Zoning District (if inside city limits): _____

Owner / Developer (applicant):

Contact Person: _____

Company: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Agent:

Contact Person: _____

Company Name: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Engineer / Surveyor (all preliminary plats must be prepared by a licensed engineer or land surveyor):

Contact Person: _____

Company Name: _____

Address: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Signature of Owner: _____

The signature of the Owner authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted. The signature also indicates that the Owner or his Agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. Note: The Owner's signature designates the Agent as the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the Agent. If no agent is listed, the Owner will be considered the Agent.

(STAFF USE ONLY) Date Submitted: _____ Fee Paid: _____ Received by _____

PRELIMINARY PLAT APPLICATION

PURPOSE:

The purpose of the Preliminary Plat review is to ensure the Preliminary Plat presents detailed information indicating the proposed street and drainage systems, easements, utilities, building lots, and other lots (including parkland) and to aid in the coordination of improvements within and among individual parcels of land or phases of development in the area of the development.

INSTRUCTIONS:

Step 1 – Pre-Application Process.

Make an appointment to schedule a pre-application project meeting with the Planning and Development Department (512) 332-8840 prior to plan submission. The purpose of this meeting is to:

- allow the applicant to explain issues relating to the design of the project and to ask questions about the plan review application procedures,
- provide staff the opportunity to identify issues that may be addressed prior to the plans being completed and the application being finalized,
- identify policies and regulations that create opportunities or pose significant restraints for the proposed development, and to
- identify special studies or other information and data needed in conjunction with the application.

This exchange of information often makes the remainder of the process more efficient and may reduce the time required to receive preliminary plat approval. It is not necessary to have detailed plans drawn prior to the pre-application meeting. However, the more information provided at the meeting (even in sketch form), the more thorough and specific the staff can be in response. *Please be aware that the pre-application meeting may not address all issues related to the development process, and decisions/discussions during the pre-application process are subject to change based on information submitted at the time the application is filed.*

Step 2 – Complete the Application and Checklist.

These items must be fully completed prior to submission.

- Place a check mark in the appropriate box on each line indicating if the submitted plans have complied with that item. Indicate with N/A if the item does not apply to your application. *This checklist is a guide for meeting local and state development requirements.* Please refer to the City of Bastrop Subdivision Ordinance to ensure all requirements are addressed appropriately for the proposed development. You may contact the Planning and Development Department staff anytime to discuss applicable requirements.
- All requirements must be addressed by the application, unless otherwise approved by City staff depending on the scope and complexity of the project. Any requirements not required to be addressed should be so noted on the checklist.
- A supporting summary and explanation must be provided for each item in the checklist marked “not submitted” or “not met”. The application will be considered incomplete and will not be accepted without the summary and such explanation. This explanation will help facilitate staff review and help reduce the time required to receive preliminary plat approval.

Step 3 – Project Evaluation by Staff.

City staff will evaluate the preliminary plat for compliance with the preliminary plat details provided in Section 4.10.1. and 4.10.2. Staff will determine if the preliminary plat application is complete and will return incomplete submittals to the applicant without forwarding the application to the Planning and Zoning Commission for review. If the staff determines the application is complete and complies with the standards set forth in the City’s development ordinances and policies, the Director of Planning and Development will accept the preliminary plat and schedule it for consideration by the Planning and Zoning Commission and City Council.

PRELIMINARY PLAT APPLICATION

Step 4 – Planning and Zoning Commission Review.

Within 45 days from the date the preliminary plat application is accepted by the Director of Planning and Development, the Planning and Zoning Commission will consider the preliminary plat and make recommendations to the City Council for approval or denial.

Step 5 – City Council Review and Action.

The City Council shall consider the recommendations of the Planning and Zoning Commission and staff and may concur or take separate action from that recommended.

Step 6 – Final Plat Application.

Approval of the preliminary plat does not constitute acceptance of the subdivision, but is authority to proceed with the preparation of the final plat. While highly discouraged, any site improvements made on the property that is the subject of the preliminary plat application prior to acceptance by the city and recordation of the final plat is done at the risk of the applicant. **Approval of the preliminary plat expires at the end of 180 days from the date the City Council approves the preliminary plat unless a final plat has been submitted to the City Council.** However, the City Council may grant one extension of 180 days upon written request of the applicant.

Step 7 – Site Development Plans and/or Building Permit Application.

Upon acceptance and recordation of the final plat, the applicant may submit either a site development plan application or building permit application depending upon the nature and type of development that is proposed within the subdivision. Additional details and application materials for these applications are available from the Planning and Development Department or the City's web site.

PRELIMINARY PLAT APPLICATION

The following shall be provided with the preliminary plat application, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application.

Preliminary Plat Submittal Checklist (This form must be completed and submitted with application)			
Submittal Requirements	Submitted		
	Yes	No	N/A
Completed and signed application and checklist.			
Nine (9) 24" x 36" copies for projects inside the City limits or Seven (7) 24" x 36" copies for projects in the ETJ (collated and folded) of the preliminary plat to a scale of one inch to one hundred feet (1" - 100') and one 11" x 17" reduction. Only Four (4) copies of the drainage plan and the utility plans are required.			
Digital file for plan review (PDF format). Upon final approval a digital version of the plans must be submitted in the design software file format used to produce the plans (i.e. AutoCAD).			
Copy of deed showing current ownership.			
A current tax certificate showing that taxes have been paid.			
A cover letter providing an explanation of the proposed project.			
A notification list of all property owners and mailing addresses, as identified on the latest approved tax roll of the Bastrop Central Appraisal District, within 200 feet of the subject property. One copy of the list must be submitted on mailing labels (Avery 5160 or similar).			
Three (3) copies the development agreement or Planned Development (PD) ordinance and a letter outlining how the requirements of the development agreement or PD are addressed on the preliminary plat.			
Application fee – see Appendix A – Fee Schedule, of the City of Bastrop Code of Ordinances			
Total Application Fee Submitted			

Applications missing any required items above will be rejected

PRELIMINARY PLAT APPLICATION

The following shall be provided in accordance with the preliminary plat details stated in Section 4.10.2 of the subdivision ordinance, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Note: references to standards required in other sections of the City's development ordinances are provided to facilitate completion of the preliminary plat application. However these references may not be inclusive of all regulations applicable to the proposed development. The applicant is encouraged to contact the Planning Department with any questions regarding the required information.

Written explanation must be provided for any requirement not submitted with the application or not addressed in accordance with the Zoning and Subdivision Ordinances.

Section 4.10.2. Preliminary Plat Details					
To Be Completed By Applicant Indicate Below Compliance With The Following.					To Be Completed By Staff
		Yes	No	Comments	Reviewed By:
Section 4.10.2.A	The name of the subdivision, which shall not duplicate an existing or pending subdivision.				
Section 4.10.2.B	The total acreage and the proposed total number of lots and blocks within the subdivision.				
Section 4.10.2.C	The name of the owner (and address unless given in letter of transmittal). If the owner is a partnership, corporation or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.				
Section 4.10.2.D	The name of the licensed public surveyor and licensed engineer (when required) responsible for preparing the plat.				
Section 4.10.2.E	Scale: 1"=100'. The prior consent of the Director of Planning and Development will be required for use of a smaller scale.				

PRELIMINARY PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.10.2.F	North point, north to be at top of sheet if possible.				
Section 4.10.2.G	Date, revision block and each revision shall bear a new date.				
Section 4.10.2.H	Ownership boundaries shall be drawn in very heavy lines and shall include overall dimensions and bearings.				
Section 4.10.2.I	Adjacent boundary lines and adjacent right-of-way lines of the proposed subdivision drawn with dashed lines.				
Section 4.10.2.J	A tie to an original corner of the tract of land of which subdivision is a part.				
Section 4.10.2.K	Name and location of adjacent subdivisions, streets, easements, pipelines, water courses, etc., and the property lines and name of all adjoining property owners.				
Section 4.10.2.L	Existing and proposed topographic and planimetric features within the subdivision, including water courses and ravines, high banks, width of existing and proposed easements and any other physical features pertinent to the subdivision. Contour lines at two (2) foot intervals in terrain with a slope of two (2) percent or less and five (5) foot intervals in terrain with slope greater than two (2) percent.				

PRELIMINARY PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.10.2.M	Existing transportation features within the subdivision including the location and width of right-of-way, streets, alleys and easements.				
Section 4.10.2.N	Proposed features including location, right-of-way and pavement width, surfacing and name of streets; approximate width and depth of all lots; location of building lines, alleys and public utility easements; and schematic plans for drainage, sanitary facilities and utilities.				
Section 4.10.2.O	Designation of any sites for special uses including churches, sewage disposal plants, water storage/pumping facilities, wells or plants, business, industry or other special land uses. If proposed use is unknown, designate as unrestricted.				
Section 4.10.2.P	Regulatory flood elevations and boundaries of flood prone areas, including floodways.				
Section 4.10.2.Q	A preliminary plan sheet showing proposed on-site sewage disposal systems, or sanitary sewers with grade, pipe size and location of points of discharge or connection to existing collection lines.				
Section 4.10.2.R	A preliminary plan of the drainage system, indicating inlet locations, with grade, pipe size and location of points of discharge. <i>(See drainage criteria in Section 1.40)</i>				
Section 4.10.2.S	A preliminary plan for proposed fills or other structure elevating techniques, levees, channel modifications, and other methods to overcome flood or erosion related hazards.				
Section 4.10.2.T	Location of City limits line, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, form part of the subdivision, or are contiguous to such boundary.				

PRELIMINARY PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.10.2.U	Key Map. A key map showing relation of subdivision to all known streets in all directions to a distance of at least one (1) mile.				
Section 4.10.2.V	Master Plan Submission. When the subdivision is a portion of a tract later to be subdivided in its entirety, a general development plan of the entire subdivision, showing a schematic layout of the entire subdivision, in the entire tract, shall be submitted with the preliminary plan of the portion first to be subdivided. Acceptance or approval of the said Master Plan does not release the subdivider from submitting a preliminary plat for each section to be developed to compare against Master Plan. The Master Plan may be required by the City to show and provide continuous public utility easements for the construction of future utilities through the subdivision for service to adjoining property. Such easements shall have sufficient setback requirements to accommodate construction of future utility.				
	Supplemental requirements. <i>(See Sect. 1.30 –Traffic Impact and Mitigation. The applicability of these regulations is outlined in Sect 1.30.2)</i> <i>(May include other information and data as required by staff)</i>				

FINAL PLAT APPLICATION

PURPOSE:

The purpose of the Final Plat review is to ensure consistency with the approved preliminary plat and to ensure the Final Plat presents detailed information required for the official record map and plat of the property to be subdivided or developed, showing thereon the boundaries, lots, public streets, easements, public facilities and features which are necessary to serve the development.

INSTRUCTIONS:

Step 1 – Pre-Application Process.

Make an appointment to schedule a pre-application project meeting with the Planning and Development Department (512) 332-8840 prior to plan submission. The purpose of this meeting is to:

- allow the applicant to explain issues relating to the design of the project and to ask questions about the plat review application procedures,
- provide staff the opportunity to identify issues that may be addressed prior to the plans being completed and the application being finalized,
- identify policies and regulations that create opportunities or pose significant restraints for the proposed development, and to
- identify special studies or other information and data needed in conjunction with the application.

This exchange of information often makes the remainder of the process more efficient and may reduce the time required to receive final plat approval. *Please be aware that the pre-application meeting may not address all issues related to the development process, and decisions/discussions during the pre-application process are subject to change based on information submitted at the time the application is filed.*

Step 2 – Complete the Application and Checklist.

These items must be fully completed prior to submission.

- Place a check mark in the appropriate box on each line indicating if the submitted plans have complied with that item. Indicate with N/A if the item does not apply to your application. *This checklist is a guide for meeting local and state development requirements.* Please refer to the City of Bastrop Subdivision Ordinance to ensure all requirements are addressed appropriately for the proposed development. You may contact the Planning and Development Department staff anytime to discuss applicable requirements.
- All requirements must be addressed by the application, unless otherwise approved by City staff depending on the scope and complexity of the project. Any requirements not required to be addressed should be so noted on the checklist.
- A supporting summary and explanation must be provided for each item in the checklist marked “not submitted” or “not met”. The application will be considered incomplete and will not be accepted without the summary and such explanation. This explanation will help facilitate staff review and help reduce the time required to receive plat approval.

Step 3 – Project Evaluation by Staff.

City staff will evaluate the final plat for compliance with the final plat details provided in Section 4.20.1. and 4.20.2. Staff will determine if the final plat application is complete and will return incomplete submittals to the applicant without forwarding the application to the City Council for review. Prior to forwarding the final plat to the City Council, staff must receive the appropriate fiscal surety instrument guaranteeing the construction of subdivision improvements (if applicable). If the staff determines the application is complete and complies with the standards set forth in the City’s development ordinances and policies, the Director of Planning and Development will accept the final plat and schedule it for consideration by the City Council.

FINAL PLAT APPLICATION

Step 4 – City Council Review and Action.

Approval or disapproval of the final plat shall be voted by the City Council within thirty (30) days of the date filing is determined to be administratively complete.

Should the final plat as submitted fail to meet the conditions and requirements of the Subdivision Ordinance, the City Council shall disapprove said plat. If requested by the developer, the City Manager will provide a written statement of the reasons for disapproval. In the event of disapproval, the City may withhold all City improvements of whatsoever nature including the furnishing of sewerage facilities and water service from all additions which have not been approved as provided by law and further, permits may not be issued by the building official of the City on any piece of property other than an original or a resubdivided lot in a duly approved and recorded subdivision.

Step 5 – Filing of the Final Plat.

After approval of the final plat and only after the approval statement set forth in paragraph 4.20.3 has been executed, the City shall cause the original of the plat to be recorded in the Bastrop County Clerk's office with the developer/subdivider providing the City with the actual amount of the filing fee and any other documents as required prior to filing. Contact the Planning and Development Department for a current list of fees and required documents.

One (1) mylar of the approved plat shall be provided the Director of Planning and Development for filing. The final plat shall be drawn in ink on mylar or comparable substitute, on sheets twenty-four inches by thirty-six inches (24" x 36") and to a scale of one inch to one hundred feet (1" = 100'). Where more than one (1) sheet is required, an index sheet shall be used. In addition to the mylar, one digital copy of the final plat shall also be submitted.

Step 6 – Site Development Plans and/or Building Permit Application.

Upon acceptance and recordation of the final plat, the applicant may submit either a site development plans application or building permit application depending upon the nature and type of development that is proposed within the subdivision. Additional details and application materials for these applications are available from the Planning and Development Department or on the City's web site.

FINAL PLAT APPLICATION

The following shall be provided with the final plat application, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application. **No final plat will be considered unless a preliminary plat has first been submitted and approved.**

Final Plat Submittal Checklist			
(This form must be completed and submitted with application)			
Submittal Requirements	Submitted		
	Yes	No	N/A
Completed and signed application and checklist.			
Five (5) 24" x 36" copies (collated and folded) of the final plat to a scale of one inch to one hundred feet (1" - 100') and one 11" x 17" reduction.			
Five (5) 24" x 36" copies (collated and folded) of the construction plans (if applicable) to a scale of one inch to one hundred feet (1" - 100') and one 11" x 17" reduction.			
Copy of the engineer's estimate of probable costs for subdivision infrastructure (if applicable).			
Digital file for plan review (PDF format). Upon final approval a digital version of the plans must be submitted in the design software file format used to produce the plans (i.e. AutoCAD).			
Copy of deed showing current ownership.			
A current tax certificate showing that taxes have been paid.			
A cover letter providing an explanation of the proposed project including an explanation of any changes or deviations from the approved preliminary plat.			
A notification list of all property owners and mailing addresses, as identified on the latest approved tax roll of the Bastrop Central Appraisal District, within 200 feet of the subject property. One copy of the list must be submitted on mailing labels (Avery 5160 or similar).			
Three (3) copies the development agreement or Planned Development (PD) ordinance and a letter outlining how the requirements of the development agreement or PD are addressed on the final plat.			
Application fee – see Appendix A – Fee Schedule, of the City of Bastrop Code of Ordinances			
Total Application Fee Submitted			

Applications missing any required items above will be rejected

FINAL PLAT APPLICATION

The following shall be provided in accordance with the final plat details stated in Section 4.20.2 of the subdivision ordinance, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Note: references to standards required in other sections of the City's development ordinances are provided to facilitate completion of the final plat application. However these references may not be inclusive of all regulations applicable to the proposed development. The applicant is encouraged to contact the Planning Department with any questions regarding the required information.

Written explanation must be provided for any requirement not submitted with the application or not addressed in accordance with the Zoning and Subdivision Ordinances.

Section 4.20.2. Final Plat Details					
To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.20.2.A	A title giving the name of the subdivision; the name of the land owner, or owners; the name of the licensed public surveyor and licensed Engineer (if required) responsible for the preparation of the plat; the scale north point, total acres in the subdivision and date .				
Section 4.20.2.B	The certificate of the licensed public surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat as indicated in Section 4.20.2.B.				
Section 4.20.2.C	A certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land.				
Section 4.20.2.D	An accurate on-the-ground boundary survey of the property with bearing and distances and showing the lines of all adjacent land, streets, easements and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown dashed.) All necessary data to reproduce the plat on the ground must be shown on the plat.				
Section 4.20.2.E	A complete legal description by metes and bounds of the land being subdivided.				

FINAL PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.20.2.F	A certificate of approval to be signed by the mayor shall be placed on the face of the plat. See Section 4.20.3.				
Section 4.20.2.G	The plat shall show width of streets, alleys, public utility easements and easements of record.				
Section 4.20.2.H	<p>Streets, alleys and easements that are to be dedicated shall be shown with the following engineering data:</p> <p>(1) For streets: Complete curve data (delta, length of curve, radius, point of reverse curvature, point of tangency, chord length and bearing) shown on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided.</p> <p>(2) For water courses and easement: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Traverse line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage if paralleling the easement or stream. The 100 year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100 year flood plain except for public streets or roads and utilities.</p>				
Section 4.20.2.I	Lot and block lines and numbers of all proposed lots and blocks with complete dimensions for front, rear and side lot lines.				
Section 4.20.2.J	Building set back lines shall be shown for each lot. Refer to Section 530 [5.70] for set back dimensions if property is zoned.				

FINAL PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff
	Yes	No	Comments	Reviewed By:
Section 4.20.2.K				
Section 4.20.2.L				
Section 4.20.2.M				

FINAL PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff
	Yes	No	Comments	Reviewed By:
Section 4.20.2.O				
Section 4.20.3				
Supplemental requirements. <i>(Other information and data as required by staff)</i>				



ADMINISTRATIVE PLAT APPLICATION
(For amending plats, minor plats, or replats meeting the conditions and requirements in accordance with Local Government Code Section 212.0065)

Please complete all of the following information (type or print):

Project Name: _____

Project Address/Location: _____

Legal Description: _____

Zoning District (if inside city limits): _____

Owner / Developer (applicant):

Contact Person: _____

Company: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Agent:

Contact Person: _____

Company Name: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Engineer / Surveyor (all plats must be prepared by a licensed engineer or land surveyor):

Contact Person: _____

Company Name: _____

Address: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Signature of Owner: _____

The signature of the Owner authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted. The signature also indicates that the Owner or his Agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. Note: The Owner's signature designates the Agent as the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the Agent. If no agent is listed, the Owner will be considered the Agent.

(STAFF USE ONLY) Date Submitted: _____ Fee Paid: _____ Received by _____

ADMINISTRATIVE PLAT APPLICATION

PURPOSE:

The administrative procedure may be followed for the approval of an Amending Plat, replat or a subdivision when the land proposed to be subdivided or resubdivided meets the following conditions and requirements in accordance with Local Government Code Section 212.0065.

- (1) Amending plats described by Section 212.016;
- (2) Minor plats or replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities; or
- (3) A replat under Section 212.0145 that does not require the creation of any new street or the extension of municipal facilities.

INSTRUCTIONS:

Step 1 – Pre-Application Process.

Make an appointment to schedule a pre-application project meeting with the Planning and Development Department (512) 332-8840 prior to plan submission. The purpose of this meeting is to:

- allow the applicant to explain issues relating to the design of the project and to ask questions about the plat review application procedures,
- provide staff the opportunity to identify issues that may be addressed prior to the plans being completed and the application being finalized,
- identify policies and regulations that create opportunities or pose significant restraints for the proposed plat, and to
- identify special information and data needed in conjunction with the application.

This exchange of information often makes the remainder of the process more efficient and may reduce the time required to receive final plat approval. *Please be aware that the pre-application meeting may not address all issues related to the development process, and decisions/discussions during the pre-application process are subject to change based on information submitted at the time the application is filed.*

Step 2 – Complete the Application and Checklist.

These items must be fully completed prior to submission.

- Place a check mark in the appropriate box on each line indicating if the submitted plans have complied with that item. Indicate with N/A if the item does not apply to your application. *This checklist is a guide for meeting local and state development requirements.* Please refer to the City of Bastrop Subdivision Ordinance to ensure all requirements are addressed appropriately for the proposed development. You may contact the Planning and Development Department staff anytime to discuss applicable requirements.
- All requirements must be addressed by the application, unless otherwise approved by City staff depending on the scope and complexity of the project. Any requirements not required to be addressed should be so noted on the checklist.
- A supporting summary and explanation must be provided for each item in the checklist marked “not submitted” or “not met”. The application will be considered incomplete and will not be accepted without the summary and such explanation. This explanation will help facilitate staff review and help reduce the time required to receive plat approval.

ADMINISTRATIVE PLAT APPLICATION

Step 3 – Project Evaluation by Staff.

City staff will evaluate the final plat for compliance with the requirements provided in Section 4.40.3. and the conditions and requirements in accordance with Local Government Code Section 212.00654.20.2. Staff will determine if the application is complete and will return incomplete submittals to the applicant without review. If the staff determines the application is complete and complies with the standards set forth by the Local Government Code and the City's development ordinances and policies, the Director of Planning and Development will accept and review the application.

Any proposed plat may be removed from the administrative process and placed in either the short form or standard process at the sole discretion of the Director of Planning and Development.

Step 4 – Appeal Process.

Applicants may appeal administrative decisions denying their proposed plat to the City Council by filing a request for such appeal with the Planning Director on or before the 30th day following the date of administrative denial.

Step 5 – Filing of the Final Plat.

After approval of the final plat and only after the approval statement set forth in paragraph 4.20.3 has been executed, the City shall cause the original of the plat to be recorded in the Bastrop County Clerk's office with the developer/subdivider providing the City with the actual amount of the filing fee and any other documents as required prior to filing. Contact the Planning and Development Department for a current list of fees and required documents.

One (1) mylar of the approved plat shall be provided the Director of Planning and Development for filing. The final plat shall be drawn in ink on mylar or comparable substitute, on sheets twenty-four inches by thirty-six inches (24" x 36") and to a scale of one inch to one hundred feet (1" = 100'). Where more than one (1) sheet is required, an index sheet shall be used. In addition to the mylar, one digital copy of the final plat shall also be submitted.

Step 6 – Site Development Plans and/or Building Permit Application.

Upon acceptance and recordation of the plat, the applicant may submit either a site development plans application or building permit application depending upon the nature and type of development that is proposed within the subdivision. Additional details and application materials for these applications are available from the Planning and Development Department or on the City's web site.

ADMINISTRATIVE PLAT APPLICATION

The following shall be provided with the administrative plat application, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application. **Only plats meeting the conditions and requirements in accordance with Local Government Code Section 212.0065 are allowed by administrative procedures.**

Application Type	Check one of the following
Amending Plat (described by Section 212.016 of the Local Government Code)	<input type="checkbox"/>
Minor Plats or replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or extension of municipal facilities	<input type="checkbox"/>
A replat under Section 212.0145 of the Local Government Code that does not require the creation of any new street or the extension of municipal facilities	<input type="checkbox"/>

Administrative Plat Submittal Checklist (This form must be completed and submitted with application)			
Submittal Requirements	Submitted		
	Yes	No	N/A
Completed and signed application and checklist.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A cover letter providing an explanation of the proposed project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of deed showing current ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A current tax certificate showing that taxes have been paid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Five (5) 24" x 36" copies (<u>collated and folded</u>) of the final plat to a scale of one inch to one hundred feet (1" - 100') and one 11" x 17" reduction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The subdivider wishing to amend or replat property must provide a complete copy of the original plat and a signed written statement stating which features of the plat are to be changed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Digital file for plan review (PDF format). Upon final approval a digital version of the plans must be submitted in the design software file format used to produce the plans (i.e. AutoCAD).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Application fee – see Appendix A – Fee Schedule, of the City of Bastrop Code of Ordinances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Application Fee Submitted	<input type="checkbox"/>		

Applications missing any required items above will be rejected

ADMINISTRATIVE PLAT APPLICATION

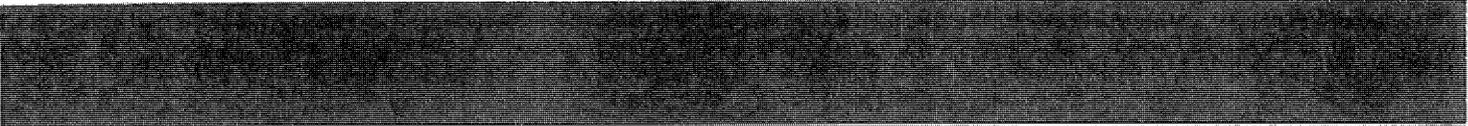
The following shall be provided in accordance with the final plat details stated in Section 4.40.3 of the subdivision ordinance, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Note: references to standards required in other sections of the City's development ordinances are provided to facilitate completion of the administrative procedures application. However these references are not inclusive of all regulations applicable to the proposed development, and must conform to the conditions and requirements in accordance with Local Government Code Section 212.0065.

The applicant is encouraged to contact the Planning Department with any questions regarding the required information. Written explanation must be provided for any requirement not submitted with the application or not addressed in accordance with the Zoning and Subdivision Ordinances.

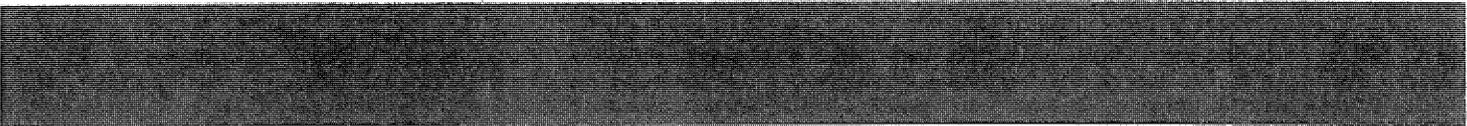
Section 4.40 Administrative Procedures Plat Details					
To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.40.1.C	The topography of the tract and the surrounding lands is such that no regard need be given in such subdivision to drainage. If drainage facilities are required, this administrative process cannot be used.				
Section 4.40.1.D	Each lot meets the minimum lot requirements as set forth in Section 5.50 and 6.110.4 and does not require any variance or exception to regulations. The resubdivision of any lot, tract or parcel of land within a rural subdivision shall not be permitted if the proposed lot (s) size will be less than one (1) acre.				
Section 4.40.1.E	The perimeter of the tract being subdivided has been surveyed and marked on the ground, and each corner of each lot of such proposed subdivision has been marked on the ground, and is tied to a corner of the tract being subdivided. A plat thereof shall be filed with the City as outlined in Section 4.30.2 and 4.30.3.				
Section 4.40.3.A	The name of the land owner or owners - the name of the licensed public surveyor responsible for the preparation of the plat; the scale and location of each lot with reference to an original corner of the original subdivision or tract of which said land is a part; the date, north point and total acres in the proposed subdivision or lots.				
Section 4.40.3.B	The certificate of the licensed public surveyor and/or licensed engineer who surveyed, mapped and monumented the land shall be placed on the face of the plat as described in Section 4.40.3.B				

ADMINISTRATIVE PLAT APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 4.40.3.C	A certificate of ownership acknowledged before a notary public by the owners and any holders of liens against the land.				
Section 4.40.3.D	An accurate on-the-ground boundary survey of the property showing bearing and distances and the lines of all adjacent land, streets, easements and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown dashed.) All necessary data to reproduce the plat on the ground must be shown on the plat.				
Section 4.40.3.E	A certificate of approval to be signed by the mayor shall be placed on the face of the plat. See Section 4.20.3.				
Section 4.40.3.F	The plat shall show all existing features within the area being subdivided, amended or replatted such as existing drainage, easements, width of adjacent streets and alleys and existing utility easements.				
Section 4.40.3.G	Lot lines and numbers of all lots proposed to be created with complete dimensions for front, rear and side lot lines.				
Section 4.40.3.H	Building setback lines shall be shown for each lot created. Refer to Section 5.70 for set back dimensions.				
Section 4.40.3.I	Existing Utilities and Drainage. Five (5) copies of the proposed plat marked to show locations and size of dimensions of existing utilities, drainage and streets.				
Section 4.40.3.J	A receipt showing that all taxes have been paid shall be submitted with the plat.				



Section 3
Zoning Related
Applications





REZONING APPLICATION

Please complete all of the following information (type or print):

Project Name: _____

Project Address/Location: _____

Legal Description: _____

Existing Zoning District: _____ Proposed Zoning District: _____ Acreage: _____

Land Use Category: _____

Owner (applicant):

Contact Person: _____

Company: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Agent:

Contact Person: _____

Company Name: _____

Address: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Land Planner / Engineer / Surveyor:

Contact Person: _____

Company Name: _____

Address: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Signature of Owner or Agent: _____

The signature of the Owner authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted. The signature also indicates that the Owner or his Agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. Note: The Owner's signature designates the Agent as the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the Agent. If no agent is listed, the Owner will be considered the Agent.

(STAFF USE ONLY) Date Submitted: _____ Fee Paid: _____ Received by _____

REZONING APPLICATION

PURPOSE:

The purpose of the rezoning review is to ensure a proposed variance from the design standards and regulations maintain an efficient and safe land development project that is a harmonious use of land and does not adversely impact vehicular and pedestrian circulation, parking and loading, adequate water supply, wastewater facilities, drainage and storm water management, and other utilities and services.

The procedures for considering a change in zoning designation are outlined by Section 10 of the City of Bastrop Zoning Ordinance. In making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council must consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.
2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.
3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.
4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.
5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.
6. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

INSTRUCTIONS:

Step 1 – Pre-Application Process.

Make an appointment to schedule a pre-application project meeting with the Planning and Development Department (512) 332-8840 prior to plan submission. The purpose of this meeting is to:

- allow the applicant to explain issues relating to the design of the project and to ask questions about the approval process and procedures,
- provide staff the opportunity to identify issues that may be addressed prior to the application being finalized,
- identify policies and regulations that create opportunities or pose significant restraints for the proposed development, and to
- identify special information and data needed in conjunction with the application.

This exchange of information often makes the remainder of the process more efficient and may reduce the time required to receive approval. *Please be aware that the pre-application meeting may not address all issues related to the development process, and decisions/discussions during the pre-application process are subject to change based on information submitted at the time the application is filed.*

Step 2 – Complete the Application and Checklist.

These items must be fully completed prior to submission.

- Place a check mark in the appropriate box on each line indicating if the submitted plans have complied with that item. Indicate with N/A if the item does not apply to your application. *This checklist is a guide for meeting local and state development requirements.* Please refer to the City of Bastrop Zoning Ordinance to ensure all requirements are addressed appropriately for the proposed development.

REZONING APPLICATION

You may contact the Planning and Development Department staff anytime to discuss applicable requirements.

- All requirements must be addressed by the application, unless otherwise approved by City staff depending on the scope and complexity of the project. Any requirements not required to be addressed should be so noted on the checklist.
- A supporting summary and explanation must be provided for each item in the checklist marked “not submitted” or “not met”. The application will be considered incomplete and will not be accepted without the summary and such explanation. This explanation will help facilitate staff review and help reduce the time required to receive approval.

Step 3 – Approval Process and Procedure.

The complete process for consideration and approval of a rezoning application is found in Section 10 of the Zoning Ordinance. A summary of the process is described below.

- The completed application must be received by one of the application deadlines published for each calendar year by the Planning and Development Department.
- Upon acceptance of the completed application the Planning and Development Department will schedule the application for public hearing and consideration by the Planning and Zoning Commission in accordance with the published calendar and provide the legally required notice to surrounding property owners.
- The Planning and Zoning Commission will make a recommendation to the City Council for approval or denial of the application and the City Council shall hold a public hearing on the application and consider an ordinance making the zoning change on two readings in accordance with the published calendar.

REZONING APPLICATION

The following must be provided with the application to rezone property, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application.

Rezoning Application Checklist			
(This form must be completed and submitted with application)			
Submittal Requirements	Submitted		
	Yes	No	
Completed and signed application and checklist.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A cover letter providing an explanation of the appropriateness for the proposed change in zoning classification given the six factors outlined in Section 10.1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal description of property, including clear and legible copy of field notes (metes and bounds) describing the tract of land (when not subdivided).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A location map identifying the property to be rezoned and identifying the uses on the surrounding properties within a minimum of 200 feet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A notification list of all property owners and mailing addresses, as identified on the latest approved tax roll of the Bastrop Central Appraisal District, within 200 feet of the subject property. One copy of the list must be submitted on mailing labels (Avery 5160 or similar).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of deed showing current ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A current tax certificate showing that taxes have been paid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Application fee – see Appendix A – Fee Schedule, of the City of Bastrop Code of Ordinances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Application Fee Submitted			<input type="checkbox"/>

Applications missing any required items above will be rejected



CONDITIONAL USE PERMIT (CUP) APPLICATION

Please complete all of the following information (type or print):

Project Name: _____

Project Address/Location: _____

Legal Description: _____

Zoning District: _____ Land Use Category: _____

Owner (applicant):

Contact Person: _____

Company: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Agent:

Contact Person: _____

Company Name: _____

Address: _____

City, State Zip: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Land Planner / Engineer / Surveyor:

Contact Person: _____

Company Name: _____

Address: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-mail Address _____

Signature of Owner: _____

The signature of the Owner authorizes the City of Bastrop and its agents to visit and inspect the property for which this application is being submitted. The signature also indicates that the Owner or his Agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. Note: The Owner's signature designates the Agent as the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the Agent. If no agent is listed, the Owner will be considered the Agent.

(STAFF USE ONLY) Date Submitted: _____ Fee Paid: _____ Received by _____

CONDITIONAL USE PERMIT (CUP) APPLICATION

PURPOSE:

The purpose of this district is to allow uses in districts that under most circumstances would not be compatible with other permitted uses but with certain conditions and development restrictions may be compatible. The City Council by an affirmative vote may, after public hearing and proper notice to all parties affected, and after recommendations from the Planning and Zoning Commission that the uses are in general conformance with the Comprehensive Plan and general objectives of the City and containing such requirements and safeguards as are necessary to protect adjoining property, authorize certain uses by a Conditional Use Permit (CUP or C).

When considering the appropriateness of a Conditional Use Permit the City must determine if the proposed use(s) are *harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration*, and must make recommendations as to requirements for:

- paving of streets, alleys and sidewalks,
- means of ingress and egress to public streets,
- provisions for drainage,
- adequate off-street parking,
- screening,
- open space,
- heights of structures, and
- compatibility of buildings.

In approving a requested CUP, the Planning and Zoning Commission and City Council may consider the following:

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;
2. The activities requested by the applicant are normally associated with the permitted uses in the base district;
3. The nature of the use is reasonable;
4. Any negative impact on the surrounding area has been mitigated;
5. That any additional conditions specified ensure that the intent of the district purposed are being upheld.

In granting a Conditional Use Permit, the Planning and Zoning Commission and Council may impose conditions which shall be complied with by the owner or grantee before a Certificate of Occupancy may be issued by the Building Official for use of the building on such property pursuant to such Conditional Use Permit and such conditions precedent to the granting of the Certificate of Occupancy. Any special conditions shall be set forth in writing by the City Council prior to issuance of the Certificate of Occupancy.

No Conditional Use Permit shall be granted unless the applicant, owner and grantee of the Conditional Use Permit shall be willing to accept and agree to be bound by and comply with the written requirements of the Conditional Use Permit, as attached to the site plan drawing (or drawings) and reviewed by the Planning and Zoning Commission and approved by the City Council.

The application for Conditional Use Permit must be accompanied by a site plan (see Section 42) drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size, height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred feet (200').

See attached submittal information and checklist.

CONDITIONAL USE PERMIT (CUP) APPLICATION

INSTRUCTIONS:

Step 1 – Pre-Application Process.

Make an appointment to schedule a pre-application project meeting with the Planning and Development Department (512) 332-8840 prior to plan submission. The purpose of this meeting is to:

- allow the applicant to explain issues relating to the design of the project and to ask questions about the approval process and procedures,
- provide staff the opportunity to identify issues that may be addressed prior to the site plans being completed and the application being finalized,
- identify policies and regulations that create opportunities or pose significant restraints for the proposed development, and to
- identify special information and data needed in conjunction with the application.

This exchange of information often makes the remainder of the process more efficient and may reduce the time required to receive approval. *Please be aware that the pre-application meeting may not address all issues related to the development process, and decisions/discussions during the pre-application process are subject to change based on information submitted at the time the application is filed.*

Step 2 – Complete the Application and Checklist.

These items must be fully completed prior to submission.

- Place a check mark in the appropriate box on each line indicating if the submitted plans have complied with that item. Indicate with N/A if the item does not apply to your application. *This checklist is a guide for meeting local and state development requirements.* Please refer to the City of Bastrop Zoning Ordinance to ensure all requirements are addressed appropriately for the proposed development. You may contact the Planning and Development Department staff anytime to discuss applicable requirements.
- All requirements must be addressed by the application, unless otherwise approved by City staff depending on the scope and complexity of the project. Any requirements not required to be addressed should be so noted on the checklist.
- A supporting summary and explanation must be provided for each item in the checklist marked “not submitted” or “not met”. The application will be considered incomplete and will not be accepted without the summary and such explanation. This explanation will help facilitate staff review and help reduce the time required to receive approval.

Step 3 – Preparation of Site Plan and Review by Staff.

A site plan must be prepared for consideration during the public hearing process. City staff will review the site development plan for compliance with the items stipulated in Section 33.1.

- City staff will conduct a review of the submitted site plan and prepare written comments of any issues to be addressed.
- A meeting may be required with the applicant to review the site plan review comments.
- If modifications to the site plan are required, a revised plan may be submitted by the applicant to address the staff review comments prior to consideration during the public hearing process.
- A written report will be prepared by the Director of Planning and Development which discusses the merits of the application. In addition, written comments from applicable public agencies (such as the school district and utility companies) may be submitted to the Planning and Zoning Commission prior to the Commission making any recommendations to the City Council.

Step 4 – Approval Process and Procedure. The procedure for establishing a Conditional Use Permit are the same as those for zoning amendments as set forth in Section 10.

CONDITIONAL USE PERMIT (CUP) APPLICATION

The following must be provided with the Conditional Use Permit application, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application.

Conditional Use Permit Submittal Checklist (This form must be completed and submitted with application)			
Submittal Requirements	Submitted		
	Yes	No	
Completed and signed application and checklist.			
A cover letter providing an explanation of the proposed conditional use(s) and the appropriateness given the considerations outlined in Section 33.2.			
Legal description of property, including clear and legible copy of field notes (metes and bounds) describing the tract of land (when not subdivided).			
A site plan including the information described in the Site Plan Details section of this application.			
Seven (7) 24" x 36" copies (collated and folded) of all plans and one 11" x 17" reduction.			
Digital file for plan review (PDF format). Upon final approval a digital version of the plans must be submitted in the design software file format used to produce the plans (i.e. AutoCAD).			
Copy of deed showing current ownership.			
A current tax certificate showing that taxes have been paid.			
A notification list of all property owners and mailing addresses, as identified on the latest approved tax roll of the Bastrop Central Appraisal District, within 200 feet of the subject property. One copy of the list must be submitted on mailing labels (Avery 5160 or similar).			
Application fee – see Appendix A – Fee Schedule, of the City of Bastrop Code of Ordinances			
Total Application Fee Submitted			

Applications missing any required items above will be rejected

CONDITIONAL USE PERMIT (CUP) APPLICATION

Conditional Use Permit Site Plan Details

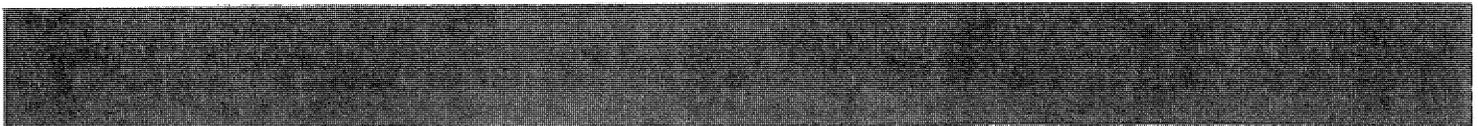
(This form must be completed and submitted with application)

The following information shall be provided for all site plans that accompany a Conditional Use Permit (CUP) application, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application.

Section 33.1 Conditional Use Site Plan Details				
To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff
	Yes	No	Comments	Reviewed By:
A plan, drawn to scale, showing the general arrangement of the project and including the items listed below.				
Off-street parking facilities.				
Size, height, construction materials, and locations of buildings and the uses to be permitted.				
Location of signs.				
Means of ingress and egress to public streets.				
The type of visual screening such as walls, plantings and fences.				
The relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred feet (200').				
All supplemental requirements including studies, information, and data as identified by staff during the pre-application meeting.				



Section 4
Site Development
Related Applications



SITE DEVELOPMENT PLANS APPLICATION

PURPOSE:

The purpose of the site development plan review is to ensure efficient and safe land development, harmonious use of land, compliance with appropriate design standards, safe and efficient vehicular and pedestrian circulation, parking and loading, and adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and services.

Site development plan review and approval is required for new construction or the significant enlargement or alteration of any exterior dimension of any building, structure, or improvement involving nonresidential development, multi-family development (duplex and single-family attached) or manufactured / mobile home park, developments with two (2) or more buildings per platted lot, and any planned development district or conditional use permit.

See Section 42 of the City of Bastrop Zoning Ordinance for more information about the site development plan requirements and review process.

INSTRUCTIONS:

Step 1 – Pre-Application Process. Make an appointment to schedule a pre-application project meeting with Yvonne Pritchard in the Planning and Development Department (512) 332-8840 prior to plan submission. The purpose of this meeting is to:

- allow the applicant to explain issues relating to the design of the project and to ask questions about the plan review application procedures,
- provide staff the opportunity to identify issues that may be addressed prior to the plans being completed and the application being finalized,
- identify policies and regulations that create opportunities or pose significant restraints for the proposed development, and to
- identify special studies or other information and data needed in conjunction with the application. Such supplemental requirements are stated in Section 42.1.D.

This exchange of information often makes the remainder of the process more efficient and may reduce the time required to receive site development plan approval. It is not necessary to have detailed plans drawn prior to the pre-application meeting. However, the more information provided at the meeting (even in sketch form), the more thorough and specific the staff can be in response. *Please be aware that the pre-application meeting may not address all issues related to the development process, and decisions/discussions during the pre-application process are subject to change based on information submitted at the time the application is filed.*

Step 2 – Complete the Application and Checklist. These items must be fully completed prior to submission.

- Place a check mark in the appropriate box on each line indicating if the submitted plans have complied with that item. Indicate with N/A if the item does not apply to your application. *This checklist is a guide for meeting local and state development requirements.* Please refer to the City of Bastrop Zoning Ordinance to ensure all requirements are addressed appropriately for the proposed development. You may contact the Planning and Development Department staff anytime to discuss applicable requirements.
- All requirements must be addressed by the application, unless otherwise approved by City staff depending on the scope and complexity of the project. Any requirements not required to be addressed should be so noted on the checklist.

SITE DEVELOPMENT PLANS APPLICATION

- A supporting summary and explanation must be provided for each item in the checklist marked “not submitted” or “not met”. The application will be considered incomplete and will not be accepted without the summary and such explanation. This explanation will help facilitate staff review and help reduce the time required to receive site development plan approval.

Step 3 – Project Evaluation. City staff will evaluate the site development plan as set forth by the site plan details provided in Section 42.1.E, items 1-13.

- City staff will conduct a review of the submitted site development plan and prepare written comments of any issues to be addressed.
- A meeting will be scheduled with the applicant to review the site development plan review comments.
- If modifications to plans are required, revised plans may be submitted by the applicant to address the staff review comments.
- Based on review the staff may approve, conditionally approve, request modifications, or deny the site development plan.
- Any decision on a site development plan with which the applicant disagrees may be appealed to the Planning and Zoning Commission as set forth by Section 42.2.B.

Step 4 – Building Permit Application. Upon receiving approval of the site development plan, the applicant may submit an application for a building permit. The building permit may be submitted simultaneously with the site development permit, however it is at the applicant’s risk as changes necessitated by the site development plan review process may impact the building plans and require modifications to those plans. Prior to making application for building permit any modifications required with conditional approvals shall be completed to the appropriate plans. Applications for building permit and related site improvements shall include all required information for such applications and are submitted to the Building Official.

SITE DEVELOPMENT PLANS APPLICATION

The following shall be provided with the site development plan application, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application.

Site Development Plan Submittal Checklist (This form must be completed and submitted with application)			
Submittal Requirements	Submitted		
	Yes	No	N/A
Completed application form with names and addresses of developer, owner, engineer and/or architect.			
Site development plan was prepared by a licensed and registered professional land surveyor, and / or a licensed professional engineer.			
Seven (7) copies of all plans -- <u>Collated and Folded</u> , 24" x 36"			
One 8.5" x 11" reduction of each sheet in the site development plans.			
Digital file for plan review. (Auto-cad and pdf formats)			
Copy of deed showing current ownership.			
A current tax certificate showing that taxes have been paid.			
A cover letter providing an explanation of the proposed project.			
Three (3) copies the development agreement and a letter outlining the requirements of the development agreements are addressed on the Plan (if project is part of an approved development agreement).			
Application fee - See Schedule of Fees and Charges (Article 8 of Appendix A, of the Bastrop City Code)			
Total Application Fee Submitted			

Applications missing any required items above will be rejected

SITE DEVELOPMENT PLANS APPLICATION

Plan Review Checklist

(This form must be completed and submitted with application)

The following shall be provided on a cover sheet and as appropriate on all supporting plan sheets, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Unless an item is determined by the Director to be not applicable, written explanation must be provided for any requirement not submitted with the application.

Submittal Requirements	Submitted		
	Yes	No	N/A
Brief description of the project.			
Boundary lines of the area included in the site plan, including bearings, dimensions and reference to a section corner, quarter corner or point on a recorded plat.			
North arrow and scale (standard engineer for site Development Plan and standard architectural for building elevations/details). Minimum scale 1"=50 feet unless otherwise approved by the Director.			
Small key map indicating the location of the property within the City.			
Date of preparation of the plan.			
Legend with all acronyms defined.			
Name and address of the architect, landscape architect, planner, engineer, surveyor, or other person involved in the preparation of the plan.			
Label the zoning district of the development and all adjacent properties.			
Schedule indicating total floor area, dwelling units, land area, parking spaces, land use intensity and all other quantities relative to the submitted plan that are required to determine compliance with the City's Zoning Ordinance.			
Name and location of existing or proposed easements, right-of-way, streets, pipelines, water courses, etc. within or abutting the lot where development is proposed.			
All supplemental requirements including studies, information, and data as identified by staff during the pre-application meeting.			

SITE DEVELOPMENT PLANS APPLICATION

The following shall be provided in accordance with the site details stated in Section 42.1.C of the Zoning Ordinance, unless otherwise approved by the Planning and Development Director in coordination with the City Manager. Note: references to standards required throughout the Zoning Ordinance and Subdivision Ordinance are provided to facilitate completion of plans and the site development plan application. However these references may not be inclusive of all regulations applicable to the proposed development. The applicant is encouraged to contact the Planning Department with any questions regarding the required information.

Written explanation must be provided for any requirement not submitted with the application or not addressed in accordance with the Zoning and Subdivision Ordinances.

Section 42.1.C. Site Plan Details					
To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 42.1.C.1	Location of existing and proposed building(s), structure(s) or other improvement(s), as well as proposed modifications of the external configuration of the building(s), structure(s) or improvement(s).				
Section 42.1.C.2	Required front, side and rear setbacks from property lines. <i>(See Sections 15 thru 31 for required setbacks of the applicable zoning district or Section 32 as allowed by planned development requirements. See also Illustrations 6, 7, and 8. If not otherwise specified, see Section 5.70 of the Subdivision Ordinance*.)</i>				
Section 42.1.C.3	Existing or proposed easements or right-of-way, within or abutting the lot where development is being proposed. <i>(See the Subdivision Ordinance for easement requirements)</i>				
Section 42.1.C.4	The dimensions of any street, sidewalk, alley or other part of the property intended to be dedicated to public use. These dedications must be made by separate instrument and referenced on the site plan. <i>(See the Subdivision Ordinance for required dimensions and design requirements.)*</i>				
Section 42.1.C.5	On and off-site circulation (including truck loading and pickup areas) and fire lanes. <i>(See Section 45 for outdoor lighting standards)</i>				

*Applicable standards for rural and suburban areas are provided in Section 6 and Section 7 of the Subdivision Ordinance.

SITE DEVELOPMENT PLANS APPLICATION

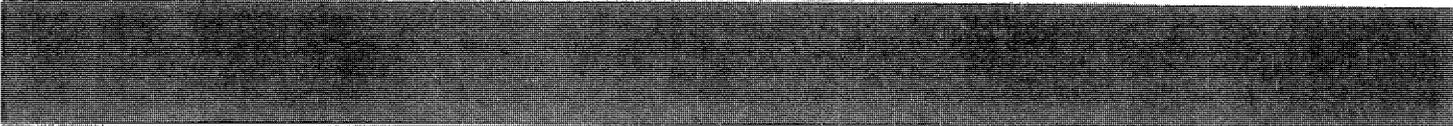
To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff
	Yes	No	Comments	Reviewed By:
Section 42.1.C.6				
Section 42.1.C.7				
Section 42.1.C.8				
Section 42.1.C.9				
Section 42.1.C.10				
Section 42.1.C.11				
Section 42.1.C.12				

*Applicable standards for rural and suburban areas are provided in Section 6 and Section 7 of the Subdivision Ordinance.

SITE DEVELOPMENT PLANS APPLICATION

To Be Completed By Applicant Indicate Below Compliance With The Following.				To Be Completed By Staff	
		Yes	No	Comments	Reviewed By:
Section 42.1.C.13	The location of the 100 year flood plain and the proposed development site, if any.				
Section 42.1.C.14	Calculations, prepared by a licensed professional engineer, showing the storm water flow (e.g. rate, velocity, location) before and after the proposed construction. Calculations must take into account storm water that currently enters and exits the site. <i>(See Section 1.40 and 5.90 of the Subdivision Ordinance)*</i>				
Section 42.1.C.15	Building elevations. <i>(See Section 37 for exterior construction requirements)</i>				
Section 42.1.C.16	The location and ownership of adjacent properties.				
Section 42.1.C.17	If it is the intent to use groundwater under the land, a licensed engineer registered to practice in Texas must certify that adequate groundwater is available to serve the development.				
Section 42.1.C.18	Location of dumpster and screening for it. <i>(See Section 38.3.G, Illustration 12, and Section 41.2.E)</i>				
Section 42.1.D	Supplemental requirements. <i>(See Section 45-Outdoor Lighting Standards)</i> <i>(May include other information and data as required by staff)</i>				

*Applicable standards for rural and suburban areas are provided in Section 6 and Section 7 of the Subdivision Ordinance.



Section 5
Fee Schedules





DEVELOPMENT MANUAL FEE SCHEDULES

The following pages include development, construction and utility related fee schedules from the City of Bastrop Code of Ordinances. These fee schedules are subject to change by action of the City Council of the City of Bastrop. The original schedules from which these excerpts were taken are found in Appendix A – Fee Schedules of the Bastrop Code of Ordinances maintained by Franklin Legal Publishing and available on the City's web site at:

http://www.cityofbastrop.org/departments/city_secretary/index.html

CHAPTER 3 BUILDING REGULATIONS

ARTICLE A3.01 GENERAL PROVISIONS

Sec. A3.01.005 Work commencing prior to permit issuance

Penalty for commencing work before obtaining necessary permits: 100% of usual permit fee in addition to required permit fee or a minimum of \$200.00, whichever is greater. (1995 Code, app. A, sec. 3.100; Ordinance adopting Code)

ARTICLE A3.04 BUILDING CODE

Sec. A3.04.005 Amendment to schedule of permit fees

(a) B102. Moving fees will be divided into two categories:

(1) For the moving of a portable building or structure, the fee shall be \$25.00.

(2) For the moving of a permanent building or structure, the fee shall be \$100.00.

(1995 Code, app. A, sec. 3.200)

ARTICLE A3.05 ELECTRICITY

Sec. A3.05.035 Electrician licensing fees

Electrical licenses and annual renewal fees shall be as follows:

(1) Master electrician: \$25.00.

(2) Journeyman electrician: \$10.00.

(1995 Code, app. A, sec. 3.300)

ARTICLE A3.18 MOBILE HOME PARKS

Sec. A3.18.002 Permit for construction, alteration or extension; construction or occupancy of permanent structures

(d) Permit fee. \$5.00. (1995 Code, app. A, sec. 3.400; Ordinance adopting Code)

Sec. A3.18.003 License

(e) Fee. Original license applications or renewals thereof shall be accompanied by a fee of five dollars (\$5.00), plus five dollars (\$5.00) for each mobile home space in the mobile home park.

(g) Transfer fee. All applications for license transfer shall be accompanied by a fee of five dollars (\$5.00).

(1995 Code, app. A, sec. 3.500)

ARTICLE A3.20 SIGNS

Sec. A3.20.053 Fees

All sign permit application fees shall be fifty dollars (\$50.00) for the first sign and five dollars (\$5.00) per sign thereafter up to a maximum of one hundred dollars (\$100.00).

Billboard application fees shall be one hundred dollars (\$100.00) each. If the building official determines that an engineering review is required, the required fee shall increase by an additional four hundred dollars (\$400.00).

(1995 Code, app. A, sec. 11.100)

CHAPTER 10 SUBDIVISIONS

ARTICLE A10.03 SUBDIVISION ORDINANCE

Sec. A10.03.002 Filing fees and charges

The schedule of fees and charges referred to in section 11.10 of Ordinance 99-23 in exhibit A to chapter 10 of the Code of Ordinances shall be as follows:

Preliminary plat	\$800.00, plus \$40.00 per lot, and/or \$25.00 each acre not designated as lots, exclusive of streets.
Final plat	\$300.00, plus \$40.00 per lot, and/or \$25.00 each acre not designated as lots, exclusive of streets.
Amended plat	\$450.00
Replats	\$500.00
Short form plat	\$500.00
Site development plan	\$800.00
Variances	\$300.00 each
Plat recordation with the county	\$50.00, plus fees charged by the county

The above fees shall be charged on all plats regardless of the action taken by the city council.

(1995 Code, app. A, secs. 9.100, 9.200)

Sec. A10.03.003 Subdivision and development escrow fees

(a) Escrow required. Following approval of the subdivision and development plans and specifications, the city shall require an escrow deposit in the amount shown in subsection (b) of this section, to be put on deposit with the city. No notice to proceed shall be issued until the escrow amount has been deposited as required. The purpose of the escrow amount is to cover the costs of inspections and testing materials within the subdivision and development.

(b) Escrow amount. An escrow amount of the following appropriate percentage of the total estimated construction cost shall be put on deposit as required by subsection (a) of this section, above:

Total Construction Cost	Escrow Deposit Required
\$1.00 to \$200,000.00	4.0%, with minimum of \$2,000.00
\$200,001.00 to \$400,000.00	\$8,000.00 for the first \$200,000.00, plus 3% of any amount over \$200,000.00
\$400,001.00 to \$600,000.00	\$14,000.00 for the first \$400,000.00, plus 2.75% of any amount over \$400,000.00
\$600,001.00 and over	\$19,500.00 for the first \$600,000.00, plus 2.50% of any amount over \$600,000.00

(c) Minimum escrow amount; short form plats. The minimum escrow amount, excluding short form plats, shall be \$2,500.00. Short form plats shall have an escrow deposit of \$500.00.

(d) Escrow adjustments. Any unused amount of the escrow deposit shall be returned to the developer after final acceptance of the subdivision by the city. Should the escrow deposit be inadequate, the city council may require an additional sum to be deposited.

(1995 Code, app. A, secs. 10.100–10.400)

CHAPTER 13 UTILITIES

ARTICLE A13.02 WATER AND WASTEWATER RATES AND CHARGES

Sec. A13.02.002 Wastewater service charge

(a) These rates are applicable to all residential, multifamily and commercial retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures.

Minimum Charge: \$19.34

Plus the following charges for consumption per 1,000 gallons:

0-5,000 gallons	\$1.75
5,001-10,000 gallons	\$1.98
10,001-20,000 gallons	\$2.12
20,001-50,000 gallons	\$2.27
Over 50,000 gallons	\$2.48

(Ordinance 2008-56 adopted 12/9/08)

(b) Intention to increase rates in future years in order to fund critical needs. In order to meet critical needs of the city's wastewater system, it is the city's intention to increase these rates, by separate ordinances, by not less than 10.5% each year, starting in January 2009, and increasing each succeeding January until January 2012, consistent with the recommendations of the city's staff, K* Friese and Associates and Rimrock Consulting. The intended future rate increases are as follows:

January 2009 – Minimum and volume charges not less than 10.5% higher than those shown above for 2008;

January 2010 – Minimum and volume charges not less than 10.5% higher than those adopted in January 2009;

January 2011 – Minimum and volume charges not less than 10.5% higher than those adopted in January 2010;
and

January 2012 – Minimum and volume charges not less than 10.5% higher than those adopted in January 2011.

(Ordinance 2008-6, pt. 3, adopted 2/12/08)

Sec. A13.02.003 Sewer connection and tapping fees

4" connection: \$300.00.

6" connection or larger: Cost plus 25%.

(1995 Code, app. A, sec. 7.200)

Sec. A13.02.004 Water service charges

These rates will be applicable to all sales or service of water within the corporate limits of the city.

(1) Residential - In city limits.

Meter Size	Minimum Charge
3/4" (or smaller)	\$19.89
1"	\$33.81
1-1/2"	\$57.02
2"	\$84.86
3"	\$159.12
4"	\$182.99
6"	\$474.71

Plus the following charges for consumption per 1,000 gallons:

0-3,000 gallons	\$2.04
3,001-5,000 gallons	\$2.18
5,001-10,000 gallons	\$2.31
10,001-20,000 gallons	\$2.44
20,001-50,000 gallons	\$2.64
Over 50,000 gallons	\$2.77

Commercial - In city limits.

Meter Size	Minimum Charge
3/4" (or smaller)	\$19.89
1"	\$33.81
1-1/2"	\$57.02

2"	\$84.86
3"	\$125.97
4"	\$182.99
6"	\$474.71

Plus the following charges for consumption per 1,000 gallons:

0-3,000 gallons	\$2.04
3,001-5,000 gallons	\$2.18
5,001-10,000 gallons	\$2.31
10,001-20,000 gallons	\$2.44
20,001-50,000 gallons	\$2.64
Over 50,000 gallons	\$2.77

(2) Residential and commercial - Outside city limits.

Meter Size	Minimum Charge
3/4" (or smaller)	\$29.84
1"	\$50.72
1-1/2"	\$85.53
2"	\$127.30
3"	\$238.68
4"	\$363.99
6"	\$712.06

Plus the following charges for consumption per 1,000 gallons:

0-3,000 gallons	\$2.97
3,001-5,000 gallons	\$3.17
5,001-10,000 gallons	\$3.37
10,001-20,000 gallons	\$3.57
20,001-50,000 gallons	\$3.87
Over 50,000 gallons	\$4.07

(Ordinance 2008-56 adopted 12/9/08)

(3) Intention to increase rates in future years in order to fund critical needs. In order to meet critical needs of the city's water system, it is the city's intention to increase these rates, by separate ordinances, by not less than 10.5% each year, starting in January 2009, and increasing each succeeding January until January 2012, consistent with the recommendations of the city's commissioned study, "City of Bastrop Financial Capacity for Water and Sewer System Improvements," by Rimrock Consulting Company, October, 2007. The intended future rate increases are as follows:

January 2009 – Minimum and volume charges not less than 10.5% higher than those shown above for 2008;

January 2010 – Minimum and volume charges not less than 10.5% higher than those adopted in January 2009;

January 2011 – Minimum and volume charges not less than 10.5% higher than those adopted in January 2010; and

January 2012 – Minimum and volume charges not less than 10.5% higher than those adopted in January 2011.

(Ordinance 2008-6, pt. 4, adopted 2/12/08)

Sec. A13.02.005 Water connection and tapping fees

(a) Inside city limits.

3/4"	\$300.00
1"	\$400.00
1-1/2"	\$800.00
2"	\$1,950.00
3"	\$2,450.00
4"	\$3,450.00

All service connections larger than 4" and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.

(b) Outside city limits.

3/4"	\$400.00
1"	\$500.00
1-1/2"	\$900.00
2"	\$2,050.00
3"	\$2,550.00
4"	\$3,550.00

All service connections larger than 4" and all nonroutine service connections shall be billed at actual cost plus twenty-five (25) percent.

(Ordinance 2003-38, pt. 3 (sec. 7.400), adopted 11/11/03)

Sec. A13.02.006 Reconnect fees and service fees for delinquent accounts

(b) Service fee or reconnect fee:

Within city limits:

During regular working hours: \$25.00.

After-hours calls: \$40.00.

Outside city limits:

During regular working hours \$40.00.

After-hours calls: \$50.00.

Service charge for all returned checks: \$25.00.

Administration fee for all utility transfer requests: \$20.00.

(1995 Code, app. A, sec. 7.500; Ordinance adopting Code)

Sec. A13.02.008 Billing; discontinuance of service

Reset fee: \$100.00. (1995 Code, app. A, sec. 7.600; Ordinance adopting Code)

Sec. A13.02.009 Deposit

Customer deposit: \$50.00. (1995 Code, sec. 11.209)

Sec. A13.02.010 Bulk water sales

(b) Bulk metering and meter deposit. Minimum deposit per bulk meter requested: \$500.00.

(c) Sales for small quantities and short durations. Small quantity/short duration purchase of bulk water per one thousand (1,000) gallons or a fraction thereof: \$5.00.

(Ordinance 2003-38, pt. 2 (11.210), adopted 11/11/03)

Sec. A13.02.011 Acceptance and treatment of wastes from on-site sewage facilities or septic systems

(d) Annual license fees.

Vehicles, Transports or Tanks Capable of Containing: Fee

From 0 to 500 gallons: \$75.00

From 501 to 1500 gallons: \$125.00

From 1501 to 2500 gallons:	\$150.00
From 2501 to 3500 gallons:	\$175.00
From 3501 and greater:	\$250.00

(Ordinance 2005-21, pt. 2 (7.110), adopted 5/10/05)

(e) Wastewater treatment plant septic unloading fees.

Gallons	Rates
0-1,000	\$46.41
1,001-1,500	\$69.62
1,501-2,000	\$92.82
2,001-2,500	\$116.03
2,501-3,000	\$139.23
3,001-3,500	\$162.44
3,501-4,000	\$185.64
4,001-4,500	\$208.85
4,501-5,000	\$232.05
5,001-5,500	\$255.26
5,501-6,000	\$278.46
6,001-6,500	\$301.67
6,501-7,000	\$324.87
7,001-7,500	\$348.08
7,501-8,000	\$371.28
8,001-8,500	\$394.49
8,501-9,000	\$417.69
9,001-9,500	\$440.90
9,501-10,000	\$464.10

(Ordinance 2008-56 adopted 12/9/08)

(f) Intention to increase rates in future years in order to fund critical needs. In order to meet critical needs of the city's wastewater system, it is the city's intention to increase these rates, by separate ordinances, by not less than 10.5% each year, starting in January 2009, and increasing each succeeding January until January 2012, consistent with the recommendations of the city's commissioned study, "City of Bastrop Financial Capacity for Water and Sewer System Improvements," by Rimrock Consulting Company, October, 2007. The intended future rate schedules increases are as follows:

January 2009 – Charges not less than 10.5% higher than those shown above for 2008;

January 2010 – Charges not less than 10.5% higher than those adopted in January 2009;

January 2011 – Charges not less than 10.5% higher than those adopted in January 2010; and

January 2012 – Charges not less than 10.5% higher than those adopted in January 2011.

(Ordinance 2008-6, pt. 5, adopted 2/12/08)

ARTICLE A13.04 ON-SITE SEWAGE FACILITIES

Sec. A13.04.010 Permit fees

On-Site Sewage Facility Activity	Fee
Standard system	\$250.00
Designed system	\$400.00
Modification to standard permit	\$100.00
Modification to designed permit	\$100.00
Adjustment from standard to designed	\$100.00
Holding tank	\$200.00
Septic tank replacement	\$125.00
Reinspection (failed installation inspection)	\$125.00
Maintenance contract renewal	\$25.00

(Ordinance 2005-44 adopted 11/22/05)

ARTICLE A13.05 CREATION OF WATER DISTRICTS

Sec. A13.05.005 Filing fee for applications

(a) Filing fee for application to create water control improvement district or municipal utility district: \$10,000.00. (1995 Code, app. A, sec. 7.1200; Ordinance adopting Code)

ARTICLE A13.07 ELECTRICAL SERVICE

Sec. A13.07.001 Residential service

(b) Monthly rate schedule.

Monthly customer charge	\$10.00
Wires charge	\$0.0328 per KWH
Generation charge	This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.**

(Ordinance 2005-46 adopted 12/13/05)

(c) Security deposit. \$150.00.

(f) Reconnect fees and service fees.

Within city limits:

During regular working hours: \$25.00.

After-hours calls: \$40.00.

Outside city limits:

During regular working hours: \$40.00.

After-hours calls: \$50.00.

(g) Relocation of service. Transfer fee, per meter: \$20.00.

(h) Temporary service. Nonrefundable charge:

New temporary service single-phase connection: \$50.00.

New three-phase connection, if available: \$100.00.

(j) Security lights. Installation charge and flat monthly rate:

Installation	\$70.00
Monthly rate:	100 watt hps bulb - \$6.35
Installation	\$185.00
Monthly rate:	250 watt hps bulb - \$12.50

Installation \$215.00
Monthly rate: 400 watt hps bulb - \$18.00

(k) Line extension fee. Minimum charge per extension of new service line: \$300.00.

(1995 Code, app. A, sec. 7.700; Ordinance adopting Code)

(l) Returned checks. Charge of \$30.00. (Ordinance 2004-2, pt. 1, app. A (7.700), adopted 1/13/04; Ordinance adopting Code)

Sec. A13.07.002 Commercial service

(b) Monthly rate schedule.

Monthly customer charge \$16.00
Wire charge \$0.0326 per KWH
Generation charge This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.**

(Ordinance 2005-46 adopted 12/13/05)

(f) Reconnect fees and service fees.

Within city limits:

During regular working hours: \$25.00.

After-hours calls: \$40.00.

Outside city limits:

During regular working hours: \$40.00.

After-hours calls: \$50.00.

(g) Relocation of service. Transfer fee, per meter: \$20.00.

(h) Temporary service. Nonrefundable charge:

New temporary service single-phase connection: \$50.00.

New three-phase connection, if available: \$100.00.

(j) Security lights. Installation charge and flat monthly rate:

Installation \$70.00
Monthly rate: 100 watt hps bulb - \$6.35

Installation \$185.00
Monthly rate: 250 watt hps bulb - \$12.50

Installation \$215.00
Monthly rate 400 watt hps bulb - \$18.00

(k) Line extension fee. Minimum charge per extension of new service lines: \$300.00.

(1995 Code, app. A, sec. 7.800; Ordinance adopting Code)

(l) Returned checks. Charge of \$30.00. (Ordinance 2004-2, pt. 1, app. A (7.800), adopted 1/13/04; Ordinance adopting Code)

Sec. A13.07.003 Key accounts

(b) Rate schedule.

Monthly customer charge \$16.00
Wires charge \$0.0318 per KWH
Generation charge This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.**

(Ordinance 2005-46 adopted 12/13/05)

(f) Reconnect fees and service fees.

Within city limits:

During regular working hours: \$25.00.

After-hours calls: \$40.00.

Outside city limits:

During regular working hours: \$40.00.

After-hours calls: \$50.00.

(g) Relocation of service. Transfer fee, per meter: \$20.00.

(h) Temporary service. Nonrefundable charge:

New temporary service single-phase connection: \$50.00.

New three-phase connection, if available: \$100.00.

(j) Security lights. Installation charge and flat monthly rate:

Installation \$70.00
Monthly rate: 100 watt hps bulb - \$6.35

Installation \$185.00
Monthly rate: 250 watt hps bulb - \$12.50

Installation \$215.00
Monthly rate 400 watt hps bulb - \$18.00

(k) Line extension fee. Minimum charge per extension of new service line: \$300.00.

(l) Returned checks. Charge of \$25.00.

(1995 Code, app. A, sec. 7.900; Ordinance adopting Code)

Sec. A13.07.004 Municipal electric rates

(b) Rate schedule.

Wires charge \$0.0048 per KWH
Generation charge This rate, which may vary from month to month, is set by the city's wholesale power provider, and is passed directly through to the customer.**

(Ordinance 2005-46 adopted 12/13/05)

Sec. A13.07.005 Billing and terms of service

(d) Theft of service.

Service fee or reconnect fee:

Within city limits:

During regular working hours: \$25.00.

After-hours calls: \$40.00.

Outside city limits:

During regular working hours: \$40.00.

After-hours calls: \$50.00.

Reset fee: \$100.00.

(1995 Code, app. A, sec. 7.1100; Ordinance adopting Code)

** Generation charge is equal to the amount per KWH that is calculated monthly to reflect the amounts charged the city by its power provider that is not covered in the monthly customer and wires charges listed in this fee schedule. This calculation will be made by the city on an ongoing basis, from month to month, and the generation charge passed through to the consumer will be based on the city's cost. Generation charge is equal to the total charges billed by the city's wholesale power provider divided by the total KWH measured/metered by all customers except "key account customers" for the ensuing month times the electric consumption for each customer. (Ordinance 2005-46 adopted 12/13/05)

ARTICLE A13.09 UTILITY FEES, RATES, AND DEPOSITS

Sec. A13.09.001 Application of rates

Rates shall be applied in accordance with the city fee schedule set forth in this appendix.

Sec. A13.09.002 Applicant pays city fees, deposit, etc.

The applicant shall pay city fees, deposits, and other necessary costs, as required by the rules, regulations or ordinances of the city.

Sec. A13.09.003 Presence of responsible person for connection

Failure to have a responsible person at a location where utility service is to be provided will result in a return trip by the city and a charge of \$25.00 for the return trip and any subsequent trip thereafter.

Sec. A13.09.004 Credit check

Any charges incurred by the city to perform a credit check, whether conducted by the city or an outside agency, will be passed through to the customer.

Sec. A13.09.005 Deposits

(a) Amount of deposit for residential service. The amount of deposit for residential services shall be one of the following:

- (1) None. A deposit for residential services may be waived if the applicant is in good standing with the city or another qualifying utility company.
- (2) Electric deposit: \$200.00.
- (3) Water deposit: \$75.00.
- (4) At the discretion of the city and as above, if the account or customer is not in good standing.

(b) Amount of deposit for commercial service. The amount of deposit for commercial service shall be one of the following:

- (1) None. A deposit for commercial services may be waived if the customer is in good standing with the city or another qualifying utility company.
- (2) Equivalent to twelve (12) months billing average, times two (2), plus fifteen percent (15%).

(3) At the discretion of the city and as stated above if the account becomes not in good standing.

(4) A reevaluation of deposit amounts shall occur after each 12 month period to determine if the deposit amount must be decreased or increased.

(c) Amount of deposit for temporary service. Involving temporary meter loop or location of service:

Deposit requirements are as set in 306.1 or 306.2 [sic] and a nonrefundable fee of \$50.00.

(d) Amount of deposit after disconnection for nonpayment. Residential and commercial accounts:

(1) New or additional deposit required. Twelve (12) month billing average, times two (2), plus fifteen percent (15%).

(2) Solid waste (garbage) only accounts: \$50.00 deposit.

(e) Amount of deposit after delinquencies. Residential and commercial accounts:

(1) Equivalent to twelve (12) months billing average, times two (2), plus fifteen percent (15%) due at the time of application and/or prior to connection due within 10 days of written notice.

Sec. A13.09.006 Deferred payment plan

The submission of a deferred payment plan shall cost an administration fee of \$25.00.

Sec. A13.09.007 Service fees

(a) New application for service: \$50.00 billed to first bill.

(b) Disconnection and reconnection fees.

(1) Disconnect fee: \$50.00.

(2) Reconnect fee: \$50.00.

(3) After hours reconnection fee: \$75.00.

(c) Trip fees.

(1) Investigation fee regular business hours: \$50.00.

(2) After hours investigation: \$100.00.

(3) Miscellaneous service fee: \$50.00.

(4) Meter rereading fee: \$25.00.

(5) Meter inaccessible fee: \$25.00.

(d) Transfer of service fee: \$20.00 charge per account.

- (e) Returned check fee. Applicable amount determined by the district attorney plus any charges assessed against the city by any financial institution for each payment instrument dishonored or returned to the city by the customers bank or financial institution.
- (f) Meter test fee. Customer will be charged the actual cost of the meter test plus a \$25.00 fee. However, if any meter is found to be outside of the accuracy standards, or the city initiates the meter test, no charge will be made to the customer for the testing or associated costs.
- (g) Reproduction of utility account information, rules and regulations.
- (1) Utility rules and regulations/policy/ordinance all or part. The reasonable cost of reproduction as per state law.
 - (2) Open records request. The reasonable cost of reproduction as per state law.
- (h) Temporary service connection. A one time, nonrefundable charge of \$50.00 will be charged per service location.
- (i) Tampering with city's meters, equipment or other property, and unauthorized use or consumption of utility service. Any one or more of the following charges may apply to an individual who tampers with city meters, equipment or other property or, without authorization, uses or consumes utility service:
- (1) Minimum charge of \$500.00 or actual damages or both.
 - (2) Actual cost of repairs and/or replacement of any damaged meters, equipment or other property, and the cost of installing protective facilities or relocation the meter, equipment or other property.
 - (3) The cost of the estimated or actual amounts of service used without city authorization.
 - (4) Trip fee of \$25.00 per city personnel to investigate, evaluate and correct the tampering or diversion.
 - (5) All other costs associated with the investigation, evaluation and correction of the meter tampering or diversion, including personnel time, travel expenses, engineering expenses and legal expenses.
 - (6) All fees must be paid in full prior to the reconnection of service.
- (j) Miscellaneous customer billings. Other miscellaneous fees may apply as determined by the appropriate city department and payable in advance by the customer.
- (k) Solid waste (garbage). The customer shall be charged for each receptacle provided by the solid waste collection provider. This costs is subject to change on a yearly basis.

(Ordinance 2010-3 adopted 1/26/10)

- (l) Convenience fee. The city charges a 2.50% convenience fee to process debit/credit card payments. The fee is collected to attempt to offset any charges incurred by the city from the credit card companies and their interchange rates associated with the specific type of card used. (Ordinance 2010-28 adopted 10/26/10)

Sec. A13.09.008 Meters and meter reading

(a) Customer will be notified if their meter(s) become obstructed. If the customer fails to correct the problem, after notification by the city, the customer will be charged the cost incurred by the city in correcting the obstruction and a \$25.00 trip charge.

(b) Each time the city has to return to a location to attempt a meter reading, the customer will be charged \$25.00.

(Ordinance 2010-3 adopted 1/26/10)

CHAPTER 14 ZONING

ARTICLE A14.01 GENERAL PROVISIONS

Sec. A14.01.001 Fees for review of zoning change and conditional use permit applications

Single-family or less intensive use: \$300/parcel + \$3/acre.

Multifamily use: \$300/parcel + \$5/acre.

Commercial or industrial use: \$300/parcel + \$5/acre.

(1995 Code, app. A, sec. 8.100)

Sec. A14.01.002 Fees for review of variance request or appeal of site plan

Single-family or less intensive use: \$300/parcel.

Multifamily use: \$300/parcel.

Commercial or industrial use: \$300/parcel.

(1995 Code, app. A, sec. 8.200)

EXHIBIT MOU-4
SALES AND INFORMATION CENTER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement") dated as of _____, 2013 (the "Effective Date"), is between the CITY OF BASTROP, a municipal corporation located in Bastrop County, Texas (the "City") and DM PECAN PARK ASSOCIATES, LTD., a Texas limited partnership ("Developer").

WHEREAS, Developer is the owner of approximately ____ acres located in the City ("Property") for the future development of a master-planned mixed use community which will include residential and non-residential uses ("Pecan Park"); and

WHEREAS, Developer desires to install and maintain an information center on a portion of the Property as conceptually illustrated on Exhibit "A" ("S&IC Tract") for the sales and marketing of Pecan Park (the "Sales and Information Center"); and

WHEREAS, the City Council desires to encourage economic activity in the City and is willing to enter into this Agreement to allow installation of the Sales and Information Center on the Property, subject to compliance of the terms and conditions of this Agreement.

NOW THEREFORE, to memorialize certain matters with respect to the installation, operation of and maintenance of the Sales and Information Center, the City and Developer have entered into this Agreement:

1. Sales and Information Center. The Sales and Information Center may be used for the sales and marketing of Pecan Park to the general public. No other use or uses without the prior written consent of City are permitted. The Sales Information Center may be open to the public for business during the hours of 8 a.m. through 9 p.m., seven (7) days a week.

2. Permitting. Prior to any development on the S&IC Tract, Developer shall obtain a building permit and certificate of occupancy. The building permit application shall demonstrate plumbing, electrical, and Americans with Disability Act ("ADA") compliance. The building permit application shall also include a state certification for the building. Developer shall pay the applicable connection fees for water and wastewater service from the City. City acknowledges the Sales and Information Center is temporary in nature; therefore, upon termination of the temporary use, City agrees to credit any such fees for future development of other uses within Pecan Park.

3. Landscaping and Maintenance. The Sales and Information Center shall incorporate a landscaping plan substantially similar to that shown on Exhibit "B". The Developer shall be responsible for the maintenance of the landscaping and exterior of all improvements. All landscaping shall be well maintained on a regular basis.

4. Term. Unless sooner terminated by City as provided in Section 11 of this Agreement or by written notification from Developer to City, this Agreement will be effective from the date of its execution by City and Developer and continue in effect for a period of two (2) years following the City's issuance of the certificate of occupancy for the Sales and Information Center. So long as Developer is not in default of this Agreement, Developer may extend this Agreement upon written

notice to City up to three (3) additional times for one (1) year each. Thereafter, the Developer may request the City Council to extend the Agreement which will be at the City's discretion.

5. Compliance. Developer, at Developer's sole cost and expense, shall comply in all material respects with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Sales and Information Center, including, but not limited to, the ADA and all state law regarding accessibility for the disabled. Developer will comply with the rules and regulations adopted by City to the extent such rules and regulations do not conflict with the terms and conditions of the Agreement.

6. Alterations. Developer shall not make any exterior alterations, additions or improvements to the Sales Information Center without the prior written consent of City.

7. Construction. All construction done by Developer on the Sales Information Center shall be (i) performed by a qualified professional, (ii) performed in a good and workmanlike manner, (iii) in compliance with all governmental requirements (including all requirements of the Occupational Safety and Health Administration and City Code of Ordinances unless modified by this Agreement). All such construction work by Developer must be ADA compliant and all state laws regarding accessibility for the disabled.

8. Signage. All signage shall be substantially consistent with those depicted in Exhibit "C" and located on Exhibit "A" and Exhibit "B" or otherwise comply with City's sign requirements. All signs shall be kept in good condition and in proper operating order at all times. The temporary banner shown as Figure 3 in Exhibit "C" shall be permitted for display for a period of sixty (60) days upon the Developer sending written notification to City. The Developer shall remove the temporary banner after the sixtieth (60th) day.

9. Utilities. Developer shall be permitted, at its expense, to connect to the existing utilities (including but not limited to water, electricity, telephone service and sewer services) on a temporary basis for the term of this Agreement subject to the payment of applicable connection and monthly fees.

10. Assignment. Developer shall not assign this Agreement, in whole or in part, without the prior written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned. City shall have the right to request reasonable information about a potential assignee to determine assignee's general reputation and ability to perform the obligations so assigned prior to granting its consent.

11. Default by Developer. Each of the following events shall be deemed to be an event of default by Developer under this Agreement (each an "Event of Default"): Developer fails to comply with any provision of this Agreement and either shall not cure such failure within thirty (30) days after written notice to Developer, provided, however, if such default is of the type which cannot reasonably be cured within thirty (30) days, then Developer shall have such longer time as is reasonably necessary provided Developer commences to cure within ten (10) days after receipt of written notice from City and diligently prosecutes such cure to completion within sixty (60) days of such notice, or Developer shall cure that particular failure, but shall again fail to comply with the

same provision of the Agreement within three (3) months after City's written notice, City shall have the option to terminate this Agreement in which event Developer shall immediately suspend the operation of the Sales Information Center.

12. Removal of Sales and Information Center. Within thirty (30) days following the expiration of the term or the termination of this Agreement, Developer shall be responsible for removing the Sales and Information Center. Developer shall ensure the area is free of debris and litter once the improvements have been removed.

13. Nuisance. Developer shall not permit any objectionable noises or odors to emanate from the Sales Information Center; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Sales Information Center or which can be seen or heard from outside the Sales Information Center; nor place any antenna, equipment, awning or other projection on the exterior of the Sales Information Center; nor take any other action which would constitute a nuisance.

14. Time of Essence. The time of the performance of all of the covenants, conditions, and agreements of this Agreement is of the essence.

15. Notice. Any notice ("Notice") required or permitted to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by delivering the Notice to the party, or an agent of the party or (iii) given by confirmed facsimile, provided that a copy of the Notice is given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective three days after such deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Bastrop, Attn: City Manager
P.O. Box 427
Bastrop, Texas 78602

WITH COPY TO: Jo-Christy Brown
1411 West Avenue, #100
Austin, TX 78701

OWNER: DM PECAN PARK ASSOCIATES, LTD.
c/o Duke McDowell
1213 Ranch Road 620, Suite 200
Austin, TX 78734

WITH COPY TO: David Armbrust
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300

Austin, Texas 78701

The parties may change their respective addresses for purposes of Notice by giving at least five days written notice of the new address to the other party.

16. Entirety of Agreement. This Agreement, together with the exhibits attached, contain the entire agreement between the parties, and no rights are created in favor of either party any other than as specified or expressly contemplated in this Agreement. In addition, no agreement shall be effective to change, modify or terminate this Agreement in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

1. Executed by Owner and City on the counterpart signature pages attached to this Agreement.

[signature page immediately follows]

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
DM PECAN PARK ASSOCIATES, LTD. AS "DEVELOPER"
AND CITY OF BASTROP AS "CITY"

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2013.

DEVELOPER:

DM Pecan Park Associates, Ltd.,
a Texas limited partnership

By: McDowell Development, LLC
a Texas limited liability company
its General Partner

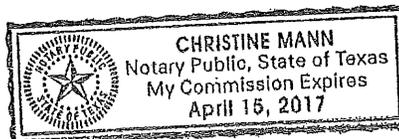

By: Duke McDowell, Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 12th day of December, 2013, by Duke McDowell, Manager of McDowell Development, LLC, a Texas limited liability company, General Partner of DM Pecan Park Associates, Ltd., a Texas limited partnership on behalf of said limited liability company and limited partnership.


Notary Public Signature



COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
DM PECAN PARK ASSOCIATES, LTD. AS "DEVELOPER"
AND CITY OF BASTROP AS "CITY"

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2013.

CITY:

CITY OF BASTROP

By: _____

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of _____, 2013 by _____ of the City of Bastrop, on behalf of the City of Bastrop.

(SEAL)

Notary Public Signature

EXHIBIT MOU-5
CITY'S ECONOMIC DEVELOPMENT GUIDELINES

POLICY OF THE
CITY OF BASTROP
ECONOMIC DEVELOPMENT GUIDELINES

*The City Council Reserves the Right at their Sole Discretion to Amend these Guidelines
at any Time*

1. **REIMBURSEMENT FOR PUBLIC IMPROVEMENTS:** The City of Bastrop will consider reimbursement for "Initial/Additional Incentives" for the actual cost of constructing (exclusive of any design cost, which shall be borne by the developer) for the "Public Improvements" agreed to by both parties. The City of Bastrop will consider providing incentives to potential developers of "Retail/Commercial Projects" only for off-site infrastructure improvements associated with the project and which have positive impact and use by the general public. This definition also includes a series of payments made by the City of Bastrop to the developer in accordance with the understanding reached between the parties to offset all or a portion of the cost of the public improvements associated with the project.
2. **DESIGN CRITERIA:** Commercial/Retail construction/building improvements shall be designed and constructed to provide an attractive commercial/retail environment consistent with other first class commercial/retail centers in the "Austin Area". Design shall reflect an attention to architectural details, on-site amenities available to the customers and public, the use of high quality materials and finishes, visual interest, and articulation of building facades that are consistent with the historical design and flavor of the City of Bastrop.
3. **TENANTS:** In the event of tenant turnover during the term of the agreement for the project, the developer/project owner shall seek to obtain quality tenants that are new to the Bastrop area. Existing Bastrop businesses shall not be prohibited from leasing space at the project site.
4. **PROPERTY TAXES:** The property will not be conveyed during the term of an agreement with the City of Bastrop to any entity whose ownership of the Property would cause the property to become tax exempt from ad valorem taxes unless an agreement with the City to ensure a program of payments in lieu of ad valorem taxes has first been agreed upon.
5. **SALES TAXES REBATES:** It is the policy of the City Council of the City of Bastrop that off-sites improvements will be reimbursement by the

additional sales taxes generated from the project site. The additional sales taxes will be determined as follows:

- A. Calculation of base sales tax amount. The City will evaluate the past three years of sales tax generations from the proposed date of execution of any agreement, for determining the scope of any applicable incentives. This three year evaluation will establish the initial base amount of sales tax revenues being generated for City. Three percent (3%), or the 'historical average' if not 3%, will be added to this base amount to account for normal growth rate of the sales tax, without the proposed project, the base amount will/can be periodically recalculated (on a rolling basis) to ensure that the increased sales tax amounts are not a result of 'normal growth in the City', but rather, that they are directly attributable to the development in question. This will then become the base amount in which to measure any growth in sales tax generation from any proposed new commercial/retail project for the City of Bastrop.

And

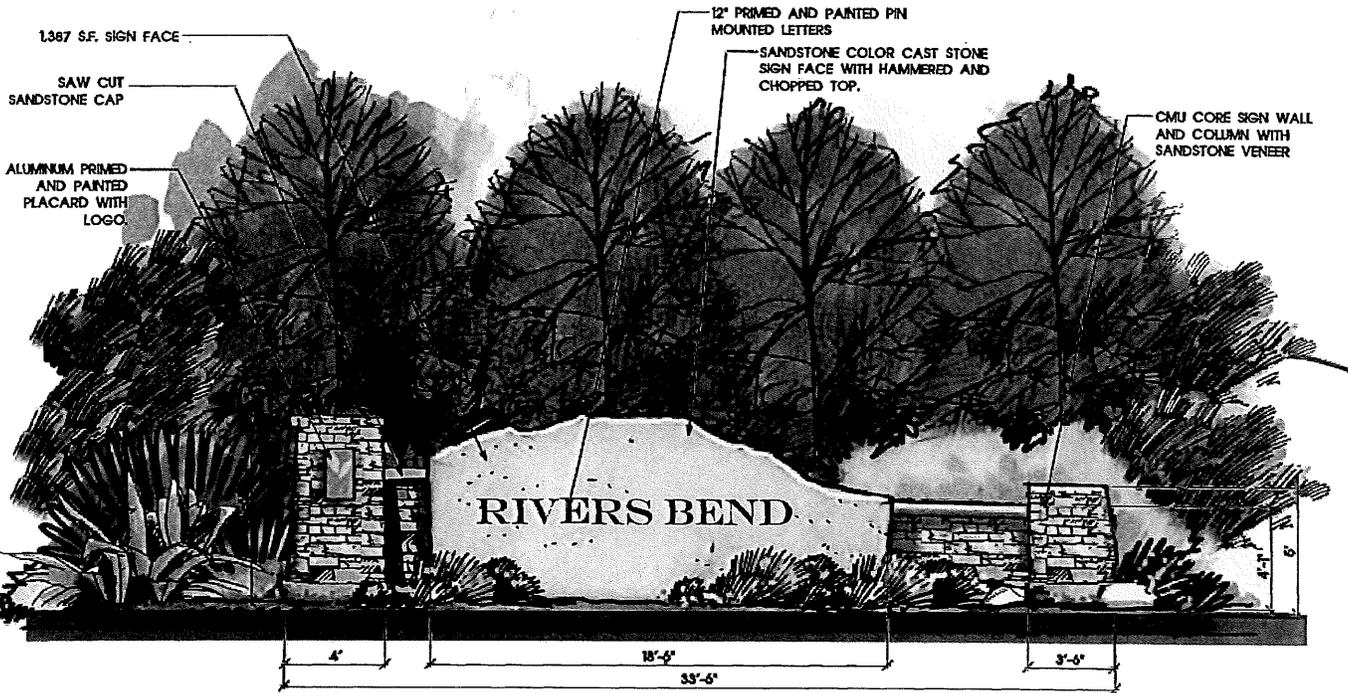
Reference to actual sales tax amounts generated. Alternatively, the City may determine, on a project-by-project basis, that rather than establishing the rolling "base amount" as set forth above, it will track the actual sales taxes generated by the development by requiring a confidentiality agreement with the Developer and the retailers in the development, which would require all retailers release/provide to the City (under confidentiality) their applicable sales tax data, which will then be used to determine appropriate reimbursements under the Agreement.

- B. Any additional new sales tax generated from the creation and operation of a proposed project will be split between the parties, with no more than 50% available for allocation to the developer/owner of the project, which reimbursement shall be applied only to the costs of public improvements.
- C. The term of any economic development agreement between the City and the developer/owner shall not exceed a period of 240 months, as well as stipulating a certain dollar amount agreed to by the parties that may be reimbursed to the developer during said period, prior to execution of any economic development incentive agreement.

6. **REQUIREMENTS OF THE DEVELOPER:** The developer seeking an economic development incentive from the City of Bastrop must provide the following information, at the time the developer initially requests consideration for reimbursements for public improvements:
- A. Contract (or other suitable documentation satisfactory to the Council) related to acquisition of the property that will be the site of the proposed project, (e.g., such as, but not limited to, an "option agreement" or a "finally executed real estate contract. .
 - B. Documentation demonstrating a binding agreement obligating a major tenant to: (1) locate at the proposed project site, and (2) to complete construction of the anchor store and commence operation, within in one year from the agreed upon project opening date.
 - C. Demonstrate to the satisfaction of the Bastrop City Council that the developer has the financial resources for successful and timely development of the project.
 - D. Documentation demonstrating that developer has engaged a general contractor to construct the proposed project.
7. **ANNUAL PAYMENT:** The eligible total sales tax amounts, in dollars, above the base amount, and the actual reported sales tax collected by retailers, subject to reimbursement to the City, shall be 1.5 % of the sales tax generated by retail/commercial establishments at the project site.
8. **BEST EFFORTS:** Developers/Owners seeking economic development incentive agreements from the City will use reasonable efforts to use local contractors, supplies, and subs in the construction and development of their project.

NOTE: Nothing in this general policy, outlined herein creates any obligations on the part of the City or any rights on the part of any developer, related to Economic Development Incentives and Negotiations.

EXHIBIT MOU-6
SIGN PLAN



C
ELEVATION: PRIMARY ENTRY SIGN
SCALE: 3/16"=1'-0"

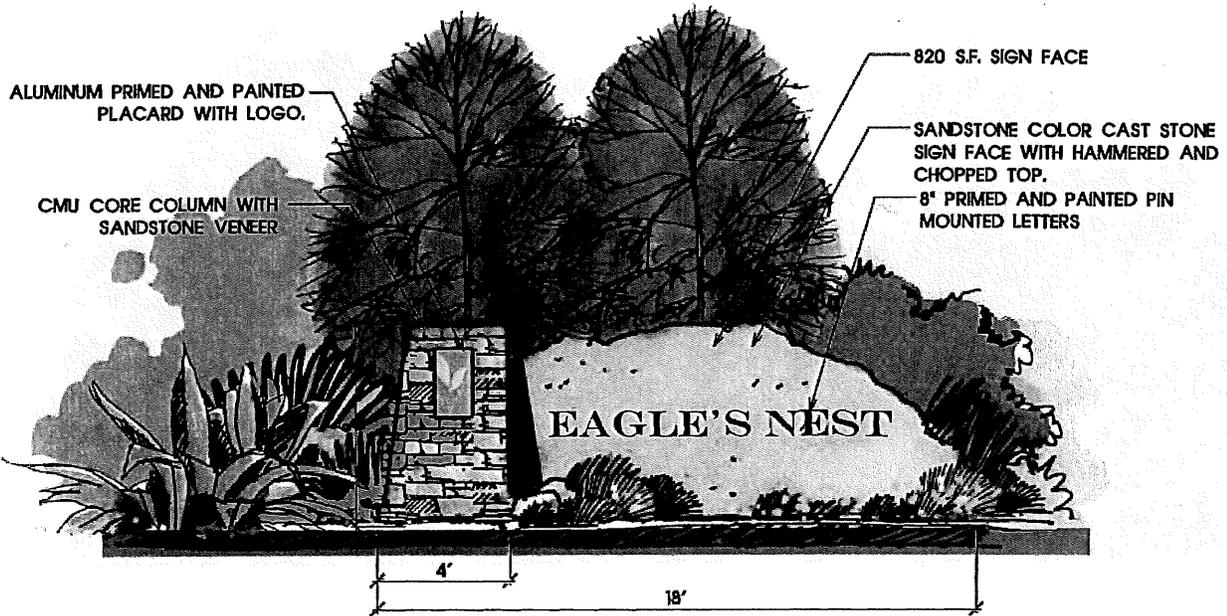
Note:
Per Master Signage Plan,
Community Entry Sign

EXHIBIT MOU-6
PAGE 2 OF 12

SEC Planning, LLC
Land Planning • Landscape Architecture • Community Planning
AUSTIN, TEXAS
737.444.7000 • 737.444.7001
www.secplanning.com • info@secplanning.com

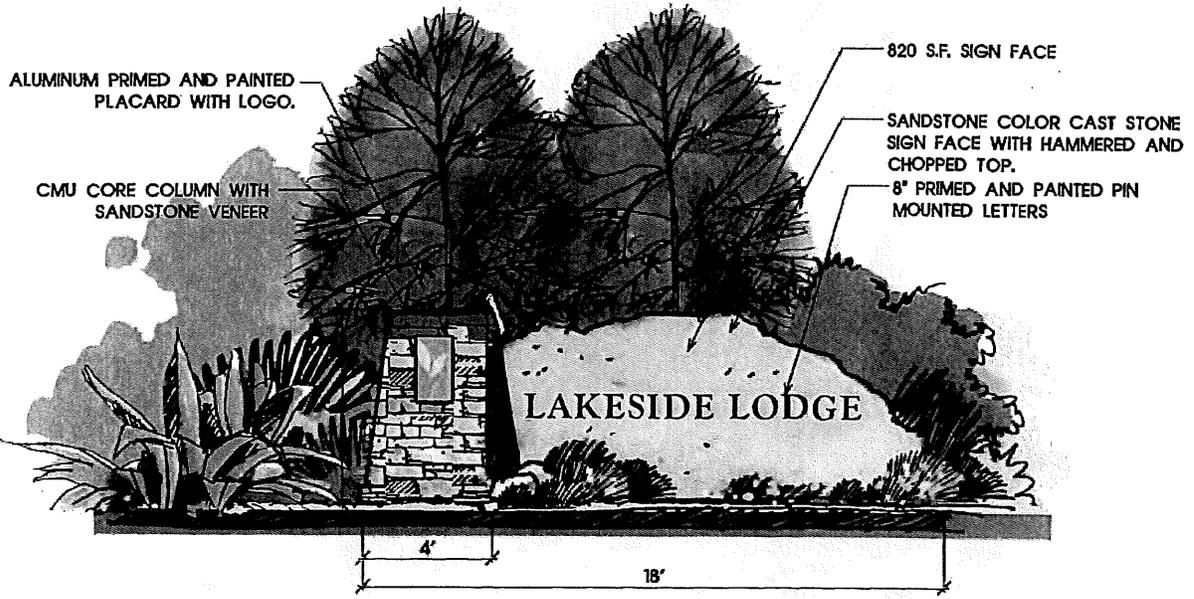
RESIDENTIAL MASTER
SIGN PLAN
PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013
SHEET FILE: I:\OFFICE FILES\COMMUNITY PLANNING\Bastrop Sign Plan\2013-10-11\Community Plan\Sign Plan Sheet 2.dwg



S ELEVATION: SECTION ENTRY SIGN
E SCALE 1/4"=1'-0"

Note:
 Per Master Signage Plan, Section
 Entry Sign



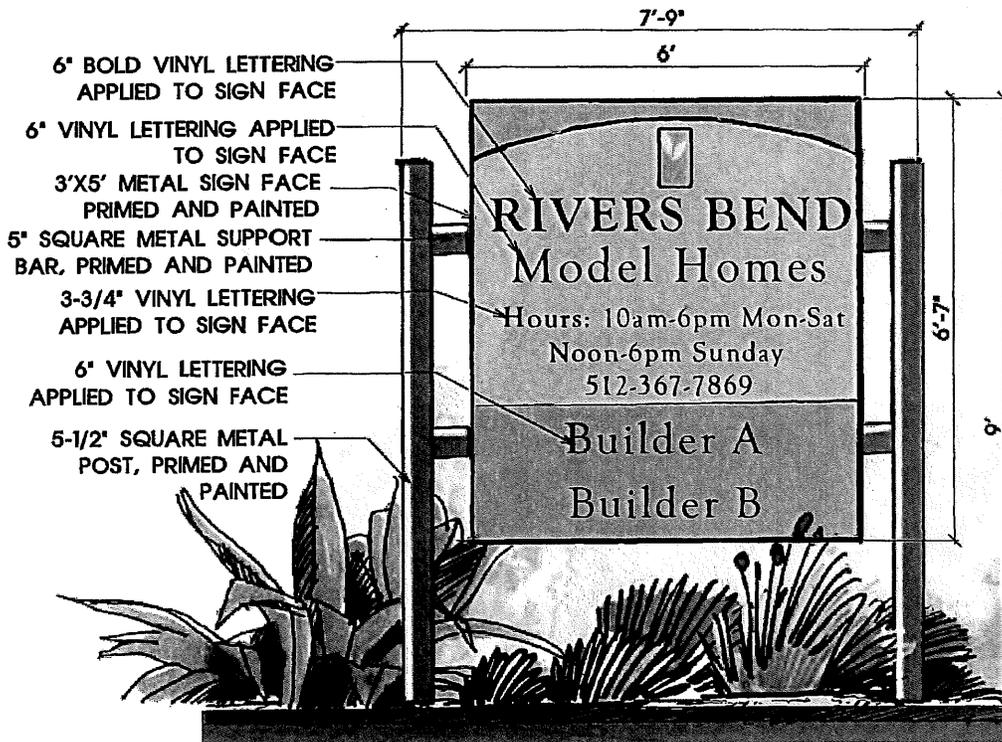
F ELEVATION: FACILITIES ENTRY SIGN
SCALE: 1/4"=1'-0"

Note:
 Per Master Signage Plan, Facility Entry Sign

EXHIBIT MOU-6
 PAGE 4 OF 12

RESIDENTIAL MASTER
 SIGN PLAN

PECAN PARK
 BASTROP, TEXAS



M ELEVATION: MODEL HOME PARK SIGNS
S SCALE: 1/2"=1'-0"

Note:
Per Master Signage Plan,
Model Home Park Sign

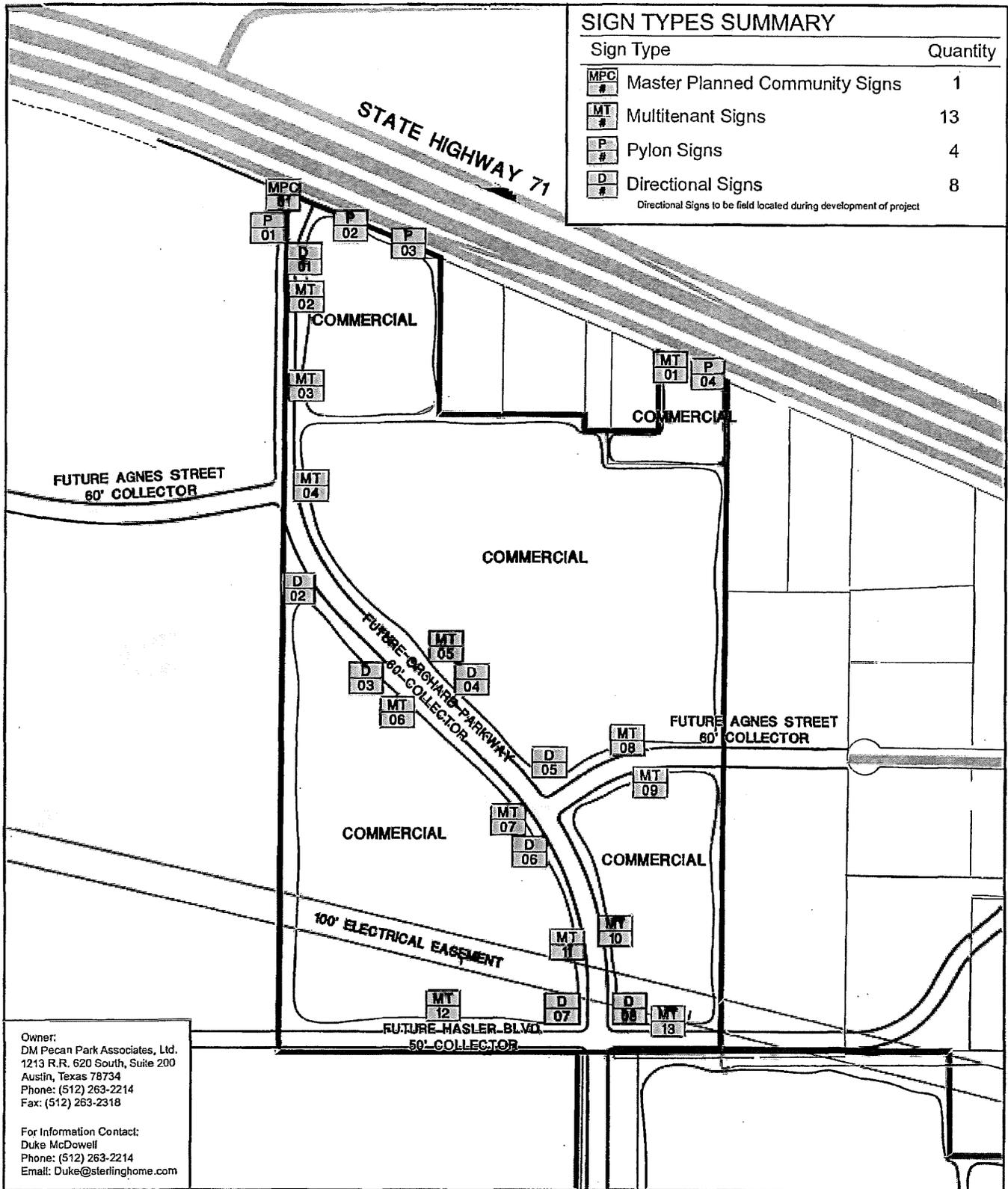
EXHIBIT MOU-6
PAGE 5 OF 12

RESIDENTIAL MASTER
SIGN PLAN
PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013

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512.453.7869 • 512.453.7869
www.secplanning.com • info@secplanning.com

SHEET FILE: H:\0605\HVC\0605\PLANNING\0605\Sign Plan\0605-10-11-13\Complete\Revise\Sign Elevation.dwg



SIGN TYPES SUMMARY		
Sign Type		Quantity
MPC #	Master Planned Community Signs	1
MT #	Multitenant Signs	13
P #	Pylon Signs	4
D #	Directional Signs	8

Directional Signs to be field located during development of project

Owner:
DM Pecan Park Associates, Ltd.
1213 R.R. 620 South, Suite 200
Austin, Texas 78734
Phone: (512) 263-2214
Fax: (512) 263-2318

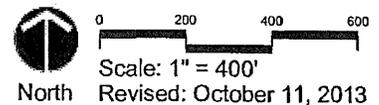
For Information Contact:
Duke McDowell
Phone: (512) 263-2214
Email: Duke@sterlinghome.com

EXHIBIT MOU-6
PAGE 7 OF 12



COMMERCIAL MASTER SIGN PLAN

PECAN PARK
BASTROP, TEXAS



Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

METAL LOGO PLACARD, PIN MOUNTED AND BACKLIT

CMU COLUMN AND SIGN BASE WITH SANDSTONE VENEER

STUCCO SIGN FACE, SMOOTH FINISH

2'-2"

10'-3"

9' PIN MOUNTED AND BLACKLIT LETTERS, PRIMED AND PAINTED

SIGN CABINET, PRIMED AND PAINTED

SANDSTONE COLOR CAST STONE CAP

SIGN CABINET, PRIMED AND PAINTED

10'-4"

PECAN PARK

RIVERS BEND

PECAN CENTER

8'-10"

2'-8"

15'

MPC ELEVATION: MASTER PLANNED COMMUNITY SIGNS
SCALE: 3/8"=1'-0"

Note:
Per Master Signage Plan, Master
Planned Community Sign

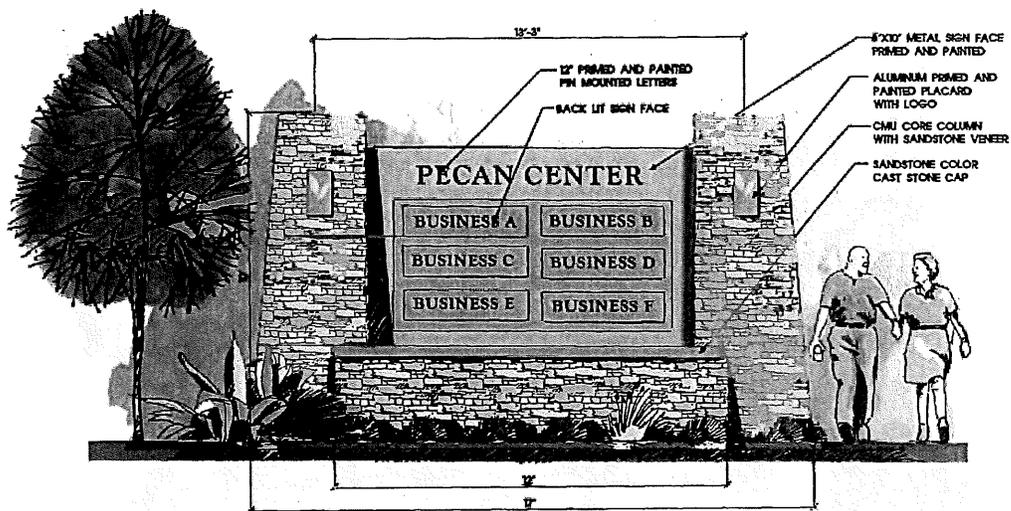
EXHIBIT MOU-6
PAGE 8 OF 12

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COMMERCIAL MASTER
SIGN PLAN
PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013

01027.FCL - M 00014.FPC (C:\WORK\PLAN\00014.FPC) 10/11/13 10:02:30 AM (P:\00014.FPC) (C:\WORK\PLAN\00014.FPC)



MT
ELEVATION: MULTI-TENANT SIGNS
SCALE: 1/4"=1'-0"

Note:
Per Master Signage Plan, Multi-Tenant Sign

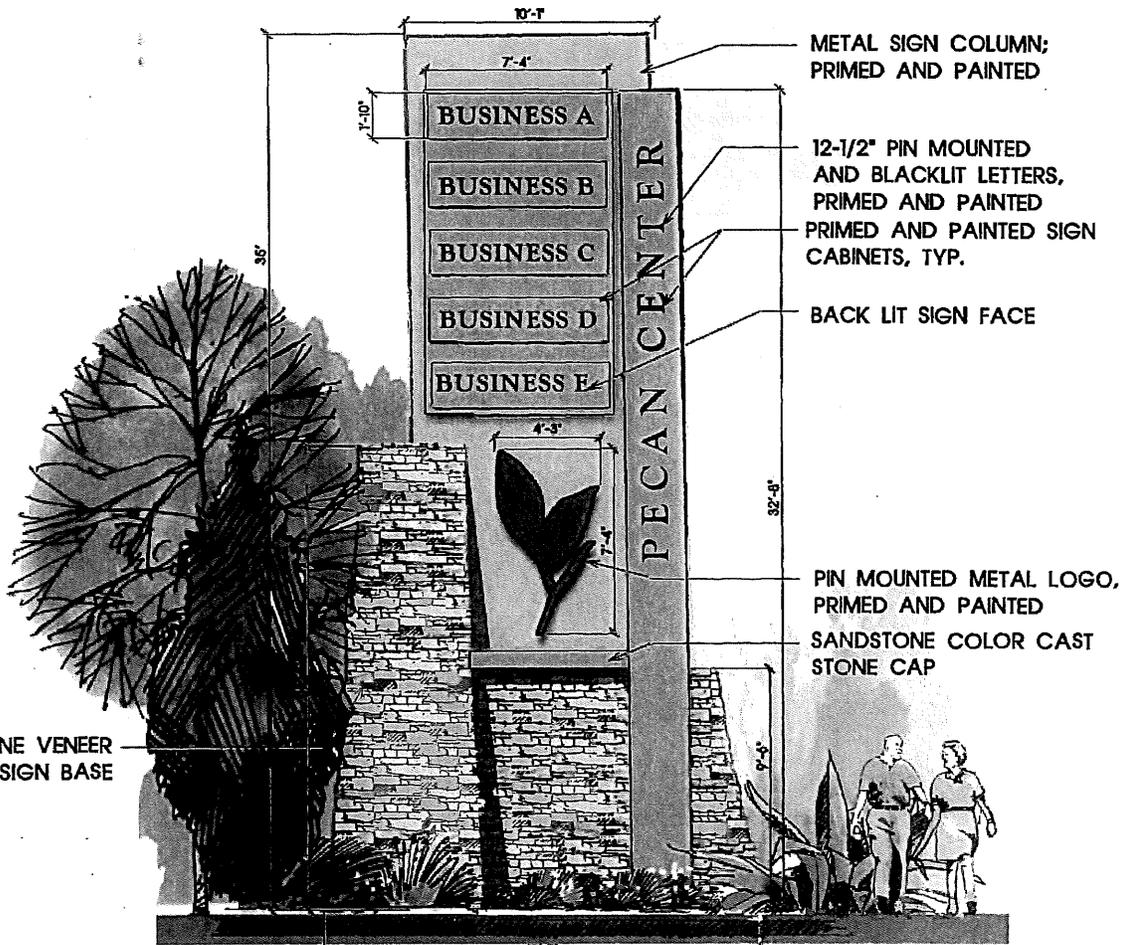
EXHIBIT MOU-6
PAGE 9 OF 12

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COMMERCIAL MASTER
SIGN PLAN
PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013

Sheet File: H:\02013\1022\Bastrop\Signage\Sign Plan\10-11-13\1022_Chris\sec-plan-signage.dwg



Note:
Per Master Signage Plan, Pylon Sign

EXHIBIT MOU-6
PAGE 10 OF 12

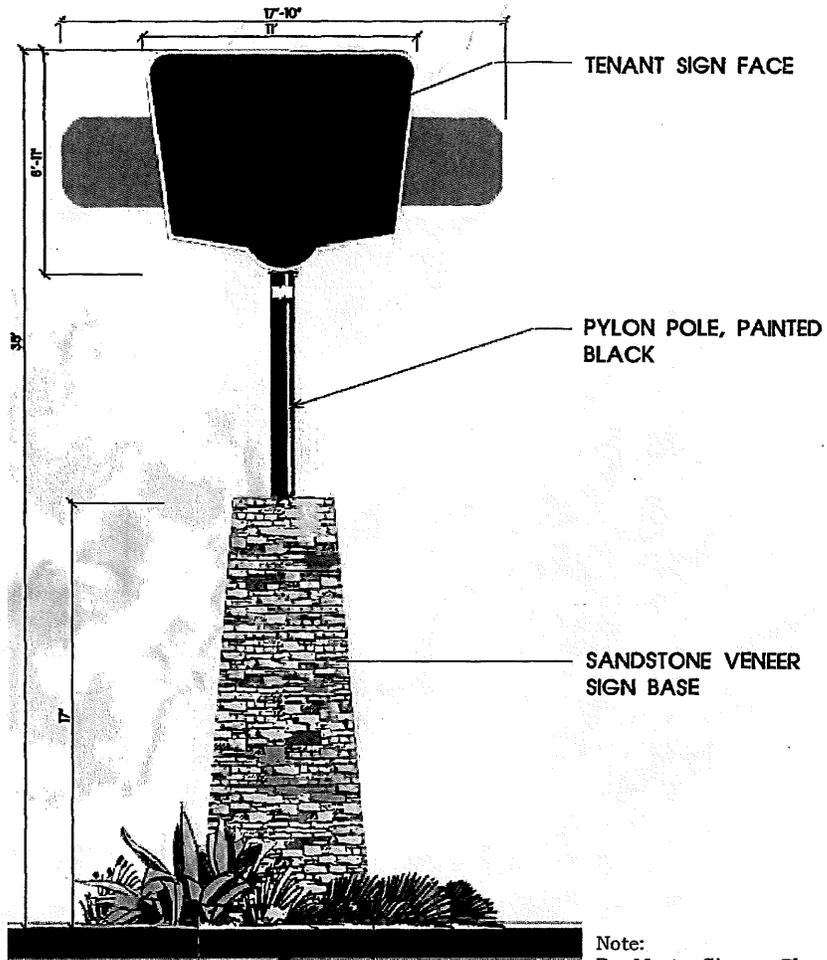
P ELEVATION: PYLON SIGNS
SCALE 3/16"=1'-0"

COMMERCIAL MASTER
SIGN PLAN
PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013

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AUSTIN, TEXAS
512.426.9700 • 512.246.1789
www.secplanning.com • info@secplanning.com

SHEET FILE: K:\PROJECTS\AVIC\CherryVillage\Signage\Sign Plan\CD13-1012-Complete-PerMasterSignagePlan-Commercial.dwg



Note:
Per Master Signage Plan, Pylon Sign
(Alternative)

EXHIBIT MOU-6
PAGE 11 OF 12

ELEVATION: PYLON SIGNS
SCALE: 3/16"=1'-0"

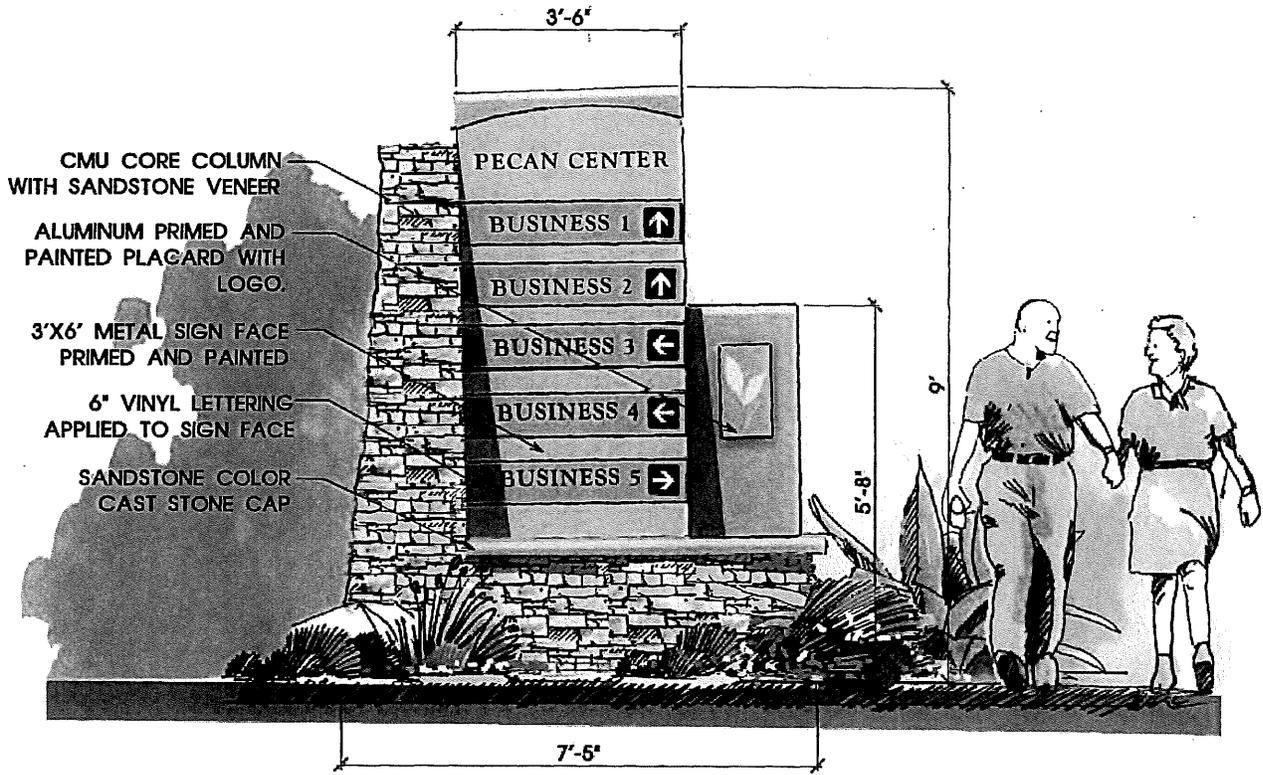
COMMERCIAL MASTER
SIGN PLAN

PECAN PARK
BASTROP, TEXAS

Revised: October 11, 2013

SEC Planning, LLC
Land Planning • Landscape Architecture • Community Planning
7199 FM 1324S
Lubbock, Texas • 817.224.2794
www.secplanning.com • info@secplanning.com

SHEET FILE: R:\WORK\PROJECTS\ALAN NEWELL - Sign Plans\10-10-12\02 Pecan Park Sign Elevation Drawing.dwg



D ELEVATION: DIRECTIONAL SIGNS
SCALE 1/2"=1'-0"

Note:
 Per Master Signage Plan, Directional Sign

EXHIBIT MOU-6
 PAGE 12 OF 12

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 1113 SAULSBURY • (512) 452-7777
 www.secplanning.com • info@secplanning.com

COMMERCIAL MASTER
 SIGN PLAN
 PECAN PARK
 BASTROP, TEXAS

Revised: October 11, 2013
 DIRECT FILE: H:\2013\20130925\PECAN PARK\PLAN\MOU-6\PECAN-0602 Concept\PECAN Sign Elevation Commercial.dwg

EXHIBIT MOU-7
SUE COMMITMENT LETTER

November 12, 2013

Duke McDowell, GMB, CGB, CGP
Bastrop Pecan Park
1213 Ranch Road 620, Suite 200
Austin, TX 78734

RE: Future Utility Reservation and Capacity for Pecan Park Subdivision

Dear Duke:

At our meeting on August 13th, you raised a question concerning the City's ability to reserve water and wastewater capacity for your future development of the Pecan Park Subdivision ("Subdivision"). The purpose of my letter today is to let you know at "what level" and on "what terms" the City is able to offer to reserve capacity for the Subdivision. The offer to reserve this capacity is, as you understand, contingent upon finalizing and executing the final Memorandum of Understanding for Development of Land ("MOU") for the Subdivision. If approved by the parties, this letter shall be included as an exhibit to the MOU.

In previous discussions on this matter you have indicated to the City that the "2005 Subdivision" plat will be vacated by execution of the MOU and your new plans for developing the 311 acres will ultimately now require 910 Service Equivalent Units ("SUEs"). Additionally, you have asked the City to "reserve" capacity in its water and wastewater systems, at no 'Reservation Fee' or cost to you, for 362 SUEs until December 31, 2019 to serve the initial phases of the Subdivision.

Since our meeting, I have worked with the City's engineers and am pleased to provide you the following detailed update.

The City commits to reserve 365 SUEs for service to the new Subdivision in accordance with the MOU, with no Reservation Fee required from the date of execution of the MOU until December 31, 2019. Any development within the Subdivision will require payment of the City's then current "Impact Fee," in the amount in effect at the time the Subdivision sections are platted. All SUEs shall be allocated within the Subdivision by the Original Owner (as such term is defined in the MOU).

Beginning on June 1, 2018 and continuing until December 31, 2019, Original Owner may send a "one-time" written notice to the City to notify the City to reserve up to an additional 545 SUEs ("Additional SUEs"), and may ask the City to carry forward the reservation of any then unused (i.e., unconnected) SUEs from the original 365 SUEs allocation, which will require payment of the Reservation Fee defined below. Original Owner shall not use any Additional SUEs earlier than one hundred eighty (180) days after City's receipt of said letter. Original Owner shall pay the City a Reservation Fee, on or before the one hundred eightieth (180th) day after City receives

written notification from Original Owner. The Reservation Fee necessary for the City to continue to reserve any of the remaining available SUEs (i.e., of both the original 365 SUEs allocation, as well as any requested Additional 545 SUEs) will be an amount that is one-half (1/2) of the then current City Impact Fee. Thereafter, as the Subdivision uses the reserved SUEs, the applicant will pay the difference between the Reservation Fee that was paid to the City and the then current Impact Fee, per SUE. If the Reservation Fee for the carried forward SUEs and any requested Additional SUEs is unpaid within thirty (30) days of Original Owner's receipt of written notification from City that SUEs are ready for purchase and use, all of the then unused and reserved SUEs from the total carried forward and/or reserved Additional SUEs sought to be reserved by the Original Owner shall automatically expire.

If development of the Subdivision requires more than the requested 910 SUEs, the Original Owner may apply to the City to receive additional SUE capacity in accordance with the City's standard policies.

The number of SUEs required for development will be determined per the conversion chart, depicted on the attached Exhibit "A".

I hope that the City's assurance that it is able to provide water and wastewater service for your planned development of the Subdivision, at this time, and that it is willing to reserve substantial capacity for your proposed development, satisfies your needs and reassures you that your proposed Subdivision is feasible and welcome in the City of Bastrop. The City is currently working on specific long term planning efforts to assure that the City will have a reliable source of water and wastewater treatment capacity for the foreseeable future.

If you have any questions, please do not hesitate to call me directly.

Very truly yours,

Mike Talbot

cc: Mr. David B. Armbrust
Armbrust & Brown, PLLC
100 Congress Avenue
Suite 1300
Austin, Texas 78701-2744

icc: Mayor Orr and City Council

JC Brown, City Attorney

EXHIBIT "A"

EXHIBIT MOU-8
SCOPE AND AREA OF TRAFFIC IMPACT ANALYSIS

