Bastrop, TX City Council Meeting Agenda

Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8800

BASTROPTX
Heart of the Lost Pines / Est. 1832

January 11, 2022

Regular Meeting at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON JANUARY 11, 2022. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE** – Kannin Bartsch, Lane Jacobs, Joshua Rivera, Jean Wieburg, Kade Ash, Red Rock Elementary's RISE Space Program.

   TEXAS PLEDGE OF ALLEGIANCE
   Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

3. **INVOCATION** – Dustin Bartee, Senior Minister with Bastrop Christian Church

4. **PRESENTATIONS**

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 17, 2022 as Dr. Martin Luther King, Jr. Day. (Submitted by: Ann Franklin, City Secretary)

4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the year of 2022 as The Bastrop Chamber of Commerce Centennial Year. (Submitted by: Ann Franklin, City Secretary)

4F. Presentation of Lost Pines Christmas Parade Winners. (Submitted by: Rebecca Gleason, Assistant City Manager)

5. WORK SESSION/BRIEFINGS

5A. Receive presentation regarding charter amendment. (Submitted by: Alan Bojorquez, City Attorney)

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on January 11, 2022. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

8A. Consider action to approve City Council minutes from the December 14, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

8B. Consider action to approve the second reading of Ordinance No. 2021-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B^3) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date. (Submitted by: Allison Land, Senior Planner)

8C. Consider action to approve the second reading of Resolution No. R-2021-112 of the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)

8D. Consider action to approve the second reading of Resolution No. R-2021-113 of the City Council of the City of Bastrop, Texas, approving a project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000.00) for the project; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)

8E. Consider action to approve Resolution No. R-2022-02 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, attached as Exhibit A; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

8F. Consider action to approve Resolution No. R-2022-01 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the 2021 State Homeland Security Program (SHSP) Terrorism grant for a Regional Law Enforcement Surveillance Trailer at a total cost of forty-nine thousand nine-hundred fifty dollars ($49,950) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)

8G. Consider action to approve the second reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

8H. Consider action to approve the second reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

8I. Consider action to approve the second reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve a Letter of Intent between the Emile Multicultural Center/Recreation Complex, Bastrop Independent School District, and City of Bastrop to establish a partnership toward the acquisition, construction, and operation of a community facility that will provide both cultural and recreational benefits to the Bastrop area.

9B. Consider action to approve Resolution No. R-2022-06 of the City Council of the City of Bastrop, Texas to renovate/remodel the appraisal office facilities. (Submitted by: Paul A. Hofmann, City Manager)

9C. Consider action to approve Resolution No. R-2022-04 of the City Council of the City of Bastrop, Texas for the Professional Engineering Services of Applied Pavement Technology for the Pavement Condition Index Study, in the Amount of Fifty-Five Thousand Dollars and no/100 ($55,000.00) for the Project; and providing an effective date, as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

9D. Consider action to approve Resolution No. R-2022-05 of the City Council of the City of Bastrop, Texas awarding a research agreement with Texas A&M Engineering Experiment Station for the GIS (Geographic Information System) Database project in the amount of Fifty-Two Thousand Two Hundred and Fifty-Two Dollars ($52,252.00) as attached Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

9E. Hold a public hearing and consider action on the first reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting, and move to include on the January 25, 2022, Consent Agenda for second reading. (Submitted by: Jennifer C. Bills, Director of Planning & Development)

9F. Consider action to approve Ordinance No. 2022-01 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates. (Submitted by: Tracy Waldron, Chief Financial Officer)

9G. Consider action to approve Resolution No. R-2022-08 of the City Council of the City of Bastrop, Texas authorizing the City Manager to execute an agreement consenting to the assignment of the 2009 Development Agreement and the Groundwater Rights Purchase agreement from the previous owner to Capital Land Investments 3 L.P. (CLI3). attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

9H. Consider action to approve Resolution No. R-2022-03 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Dial Development Services, Ltd. (DDS). to provide the services of construction management and inspection to a not to exceed amount of two hundred thousand dollars ($200,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

9I. Consider action to approve Resolution No. R-2022-07 of the City Council of the City of Bastrop, Texas awarding an amendment to task order Bas.006 to provide professional engineering services for the Transfer Lift Station and Force Main (TLS & FM) project, with KSA Engineers, Inc. to a not to exceed amount of Two Hundred and Twenty Thousand Dollars ($220,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

9J. Consider action to approve Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

10. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, January 6, 2022 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 4A

TITLE:
Mayor's Report

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

(1) expressions of thanks, congratulations, or condolence;
(2) information regarding holiday schedules;
(3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
(4) a reminder about an upcoming event organized or sponsored by the governing body;
(5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation

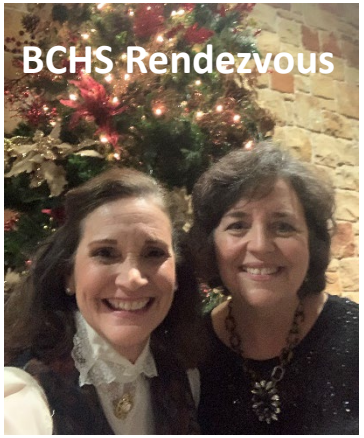
Mayor's Report
January 11, 2022

BASTROPTX
Heart of the Lost Pines / Est. 1832

Latest Activities

Dec 15 – Jan 3

Events in 2021: *375*
Events in 2022: 4





2021 Lighted Christmas Parade

















BASTROPTX
Heart of the Lost Pines / Est. 1832

Planned Events

January 4 - 11

- January 4
  - WWTP #3 Site Tour
  - Blood Drive (Recreation Center)
- January 5 – Chamber Luncheon
- January 6 –
  - Alive After Five
  - Farm Street Opry
- January 10 – Centennial Committee Meeting
- January 11–
  - Government Affairs Committee Meeting
  - Council Meeting

BASTROPTX
Heart of the Lost Pines / Est. 1832

Upcoming Events & City Meetings

- January 12 – First Day of Early Voting for Special Election
- January 14 – Chamber Banquet
- January 17 – MLK Day Celebration (Bastrop hosting!)
- January 18 –
  - Rollo Insurance Ribbon Cutting
  - BISD Board Meeting
- January 19 – Bird City Coalition Meeting
- January 24 – Advanced Pain Care Ribbon Cutting
- January 25 – Council Meeting
- January 29 – Special City Council Election

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 4B

TITLE:
Council Members' Report

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

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(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**:4C

TITLE:
City Manager's Report

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

POLICY EXPLANATION:

Texas Local Government Code, Section 551.045 – Governing Body of Municipality or County: Reports about Items of Community Interest Regarding Which No Action Will Be Taken:

(a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

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(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

STAFF REPORT

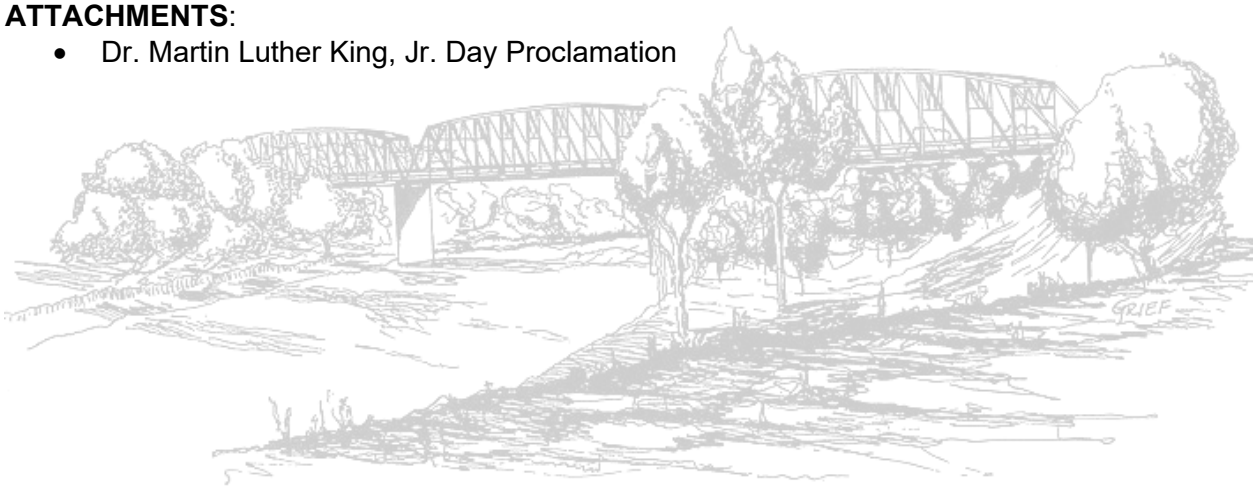
MEETING DATE: January 11, 2022 **AGENDA ITEM**: 4D

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 17, 2022 as Dr. Martin Luther King, Jr. Day.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

ATTACHMENTS:

- Dr. Martin Luther King, Jr. Day Proclamation



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be "voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion"; and

WHEREAS, Dr. King devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim "the riches of freedom and the security of justice"; and

WHEREAS, on the Martin Luther King, Jr. Federal Holiday, we commemorate the 36th Anniversary of the holiday recognizing one of America's greatest visionary leaders, and we celebrate the life and legacy of Dr. King; and

WHEREAS, Dr. King's "I Have A Dream Speech" turns 59 in 2022, and reminds us to recognize that in these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless; and

WHEREAS, we must face the challenges with the same strength, persistence and determination exhibited by Dr. King; and

WHEREAS, the walk's theme is **"A Day On…Not A Day Off!";** and

WHEREAS, the American people are called to engage in public service and promote nonviolent social change so that Dr. King's unfinished movement toward equality can be achieved by our united, enduring efforts; and

WHEREAS, in the City of Bastrop, Texas, all citizens are urged to join with Bastrop High School, Smithville High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program during the annual walk; and

WHEREAS, all citizens are also urged to join in the 33rd annual walk on January 17, 2022, at 10:00 a.m. beginning at the Paul Quinn AME, 1108 Walnut Street, Bastrop, Texas and will end at the Bastrop Convention Center, 1408 Chestnut Street, Bastrop, Texas for universal peace, justice, human rights, and social and economic progress for all people.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim Monday, January 17, 2022 as:

Dr. Martin Luther King, Jr. Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 11th day of January, 2022.

_____
Connie B. Schroeder, Mayor

STAFF REPORT

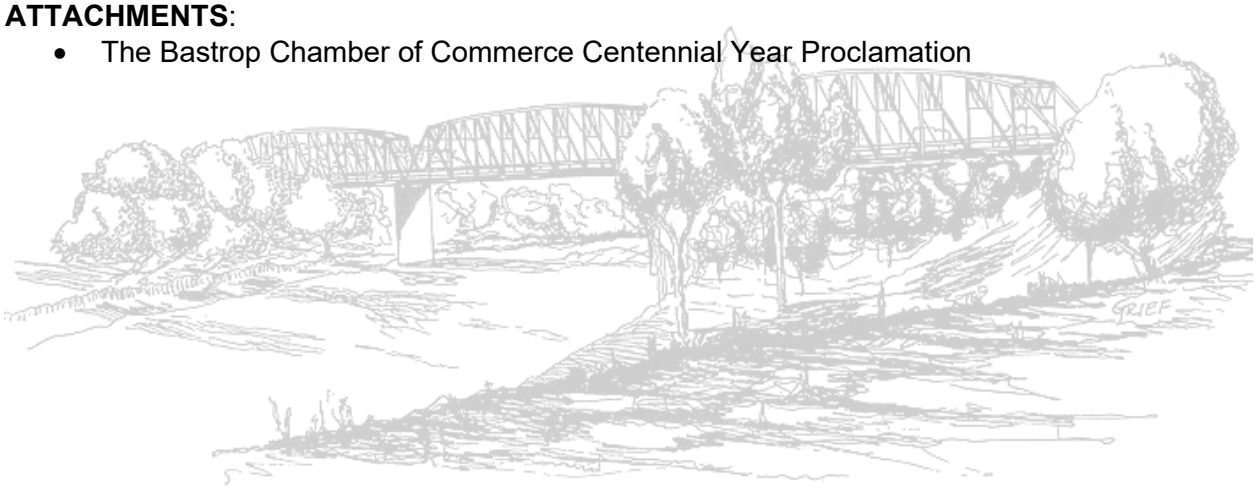
MEETING DATE: January 11, 2022 **AGENDA ITEM**: 4E

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas, recognizing the year of 2022 as The Bastrop Chamber of Commerce Centennial Year.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

ATTACHMENTS:

- The Bastrop Chamber of Commerce Centennial Year Proclamation



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, the State of Texas granted Articles of Incorporation for the Bastrop Chamber of Commerce on January 14, 1922; and

WHEREAS, early members provided a vision for the town by adopting the motto – "Bigger Better Bastrop;" and

WHEREAS, the chamber was instrumental in bringing Camp Swift to Bastrop County; and

WHEREAS, its members, officers, directors, and professional executives have represented the best of the town's business community; and,

WHEREAS, with resolve, the chamber has consistently faced the challenges of a small town and later a rapidly growing city; and

WHEREAS, the chamber addressed important needs on behalf of the community in regard to tourism, downtown revitalization, and economic development; and

WHEREAS, for forty years it has bestowed awards on the community's most worthy citizens and businesses at annual banquets; and

WHEREAS, the chamber has honored our country for 30 years through its Patriotic Festival; and

WHEREAS, the chamber is committed to moving into the next century as the "Voice of Business for Bastrop County;" and

WHEREAS, the chamber will celebrate its centennial with an Anniversary Gala on January 14, 2022.

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim the year 2022 as:

THE BASTROP CHAMBER OF COMMERCE CENTENNIAL YEAR

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas, to be affixed this 11th day of January, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 11th day of January, 2022.

_____
Connie B. Schroeder, Mayor

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 4F

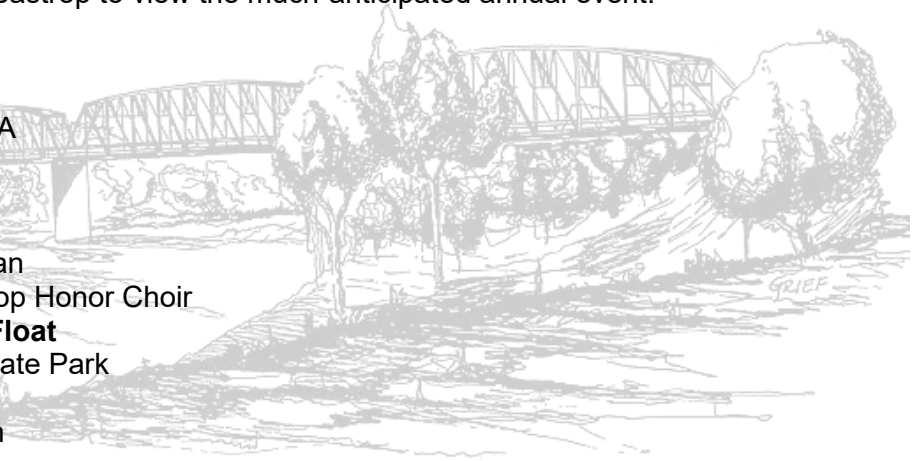
TITLE: Presentation of Lost Pines Christmas Parade Winners.

AGENDA ITEM SUBMITTED BY:
Kathy Danielson, Special Events Manager

BACKGROUND/HISTORY:
The Lost Pines Christmas Parade was held December 11, 2021. Thousands of residents and guest lined the streets to Bastrop to view the much-anticipated annual event.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A



LIST OF WINNERS:
Overall Best LPC Entry
Commercial - Air Brush Tan
Non- Commercial - Bastrop Honor Choir
Most Beautiful Lighted Float
40 Bastrop & Buescher State Park
Best Pedestrian Group
Cedar Creek Dance Team
Most Original Entry
Bastrop Opera House
Best Marching Band
Cedar Creek High School
Most Festive Automobile
BC Sheriff Dept
Most Festive Group Riders
Friends and Family of Texas Stars
Best Group Entry
Central Texas Jeeps & Lower Colorado Jeeps
Best Emergency Vehicle
Heart of the Pines VFD
Best Cyclist Decoration
American Legion Post 533
Best Reason for the Season
Primera Baptist Church

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM:** 5A

TITLE:
Receive presentation regarding charter amendment.

AGENDA ITEM SUBMITTED BY:
Alan Bojorquez, City Attorney

BACKGROUND/HISTORY:
The City Council may on its own motion, and shall, upon the receipt of a petition signed by at least five percent of the qualified voters or by at least 20,000 qualified voters, whichever is less, submit to the voters any proposed amendment or amendments to the charter. Tex. Loc. Gov't Code §9.004.

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 6A

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2021.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

REVENUE
General Fund exceeded the forecast by over 13%. This is attributed substantially to development fees and sales tax. Sales tax is 7.5% above forecast and the development services category of revenue is already 28% of the budgeted amount. Property tax actual to forecast is in warning status but this is usually just a timing issue and should clear up in the next month.

Debt service and Hunter's Crossing PID funds are being affected by the timing of property tax payments and should both clear up in the next month.

Hotel Occupancy Tax Fund is over the forecast amount. If this trend continues, this fund will need a budget amendment to update projected amounts.

Capital Bond Projects fund is below forecast due to interest estimates.

All other funds are performing positive to forecast.

EXPENDITURES
All funds are positive to budgeted amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2021-80 on August 24, 2021.

ATTACHMENTS:
- Unaudited Monthly Financial Report for the period ending November 30, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report
November 2021



Performance at a Glance
as of November 30, 2021

	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	WARNING	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	POSITIVE	Page 10
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13

PERFORMANCE INDICATORS

POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends
WARNING	= Negative variance of 1-5% compared to seasonal trends
NEGATIVE	= Negative variance of >5% compared to seasonal trends

BUDGET SUMMARY OF ALL FUNDS

	FY2022 Approved Budget	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Revenues:				
General	$ 15,481,868	$ 1,977,094	$ 2,242,057	13.4%
Designated	66,908	5,025	5,236	4.2%
Innovation	445,500	295,500	295,683	0.1%
Street Maintenance	3,000	400	398	-0.5%
Debt Service	3,358,143	723,035	712,931	-1.4%
General Gov's Projects	457,000	25,000	25,000	0.0%
Water/Wastewater	6,958,580	1,051,748	1,230,108	17.0%
Water/Wastewater Debt	3,619,436	454,031	453,904	0.0%
Water/Wastewater Capital Proj	481,000	80,167	79,503	-0.8%
Impact Fees	4,505,950	375,536	725,356	93.2%
Vehicle & Equipment Replacement	1,560,236	1,131,229	1,129,377	-0.2%
Electric	6,803,905	1,014,080	1,118,420	10.3%
HOT Tax Fund	2,226,904	380,881	616,282	61.8%
Library Board	20,600	3,433	3,405	-0.8%
Cemetery	108,200	15,533	30,243	94.7%
Capital Bond Projects	1,027,708	2,008	1,947	-3.0%
Grant Fund	100,000	12,960	12,960	0.0%
Park/Trail Land Dedicaiton	1,365	228	236	3.5%
Hunter's Crossing PID	575,879	13,812	13,554	-1.9%
Bastrop EDC	5,074,414	527,023	570,227	8.2%
TOTAL REVENUES	$ 52,876,596	$ 8,088,723	$ 9,266,827	14.6%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
WARNING	= Negative variance of 1-5% compared to forecast
NEGATIVE	= Negative variance of >5% compared to forecast

BUDGET SUMMARY OF ALL FUNDS

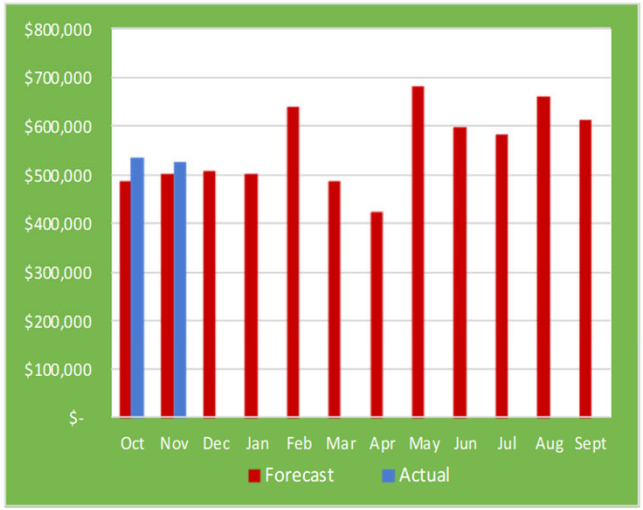
Expense:	FY2022 Approved Budget	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
General	$ 16,111,889	$ 3,126,295	$ 2,794,164	-10.6%
Designated	298,100	5,310	528	-90.1%
Innovation	445,500	-	-	0.0%
Street Maintenance	655,000	26,284	26,176	-0.4%
Debt Service	3,494,221	-	-	0.0%
General Gov't Projects	457,000	-	-	0.0%
Water/Wastewater	7,442,749	1,228,694	1,142,857	-7.0%
Water/Wastewater Debt	3,992,281	-	-	0.0%
Water/Wastewater Capital Proj.	352,500	15,000	14,191	-5.4%
Revenue Bond, Series 2020	8,343,830	722,000	718,456	-0.5%
CO, Series 2021	35,720,000	1,200,000	1,125,851	-6.2%
Impact Fees	910,250	540,000	539,569	-0.1%
Vehicle & Equipment Replacement	1,231,430	139,000	138,627	-0.3%
Electric	7,495,049	1,136,054	1,115,750	-1.8%
HOT Tax Fund	2,780,873	1,111,741	1,040,382	-6.4%
Library Board	87,950	14,658	139	-99.1%
Cemetery	148,828	17,305	14,371	-17.0%
Hunter's Crossing PID	572,547	36,008	14,634	-59.4%
CO, Series 2013	299,450	-	-	0.0%
Limited Tax Note, Series 2020	424,043	-	-	0.0%
Grant Fund	100,000	-	-	0.0%
Bastrop EDC	5,296,378	260,035	142,124	-45.3%
TOTAL EXPENSES	$ 96,659,868	$ 9,578,384	$ 8,827,819	-7.8%

POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 485,995	$ 533,267	$ 47,272
Nov	499,587	525,903	$ 26,316
Dec	507,178		$ -
Jan	500,737		$ -
Feb	638,271		$ -
Mar	485,980		$ -
Apr	423,143		$ -
May	680,505		$ -
Jun	597,880		$ -
Jul	581,620		$ -
Aug	658,217		$ -
Sept	611,983		$ -
Total	$ 6,671,096	$ 1,059,170	$ 73,588
Cumulative Forecast	$ 985,582		
Actual to Forecast	$ 73,588	7.5%	

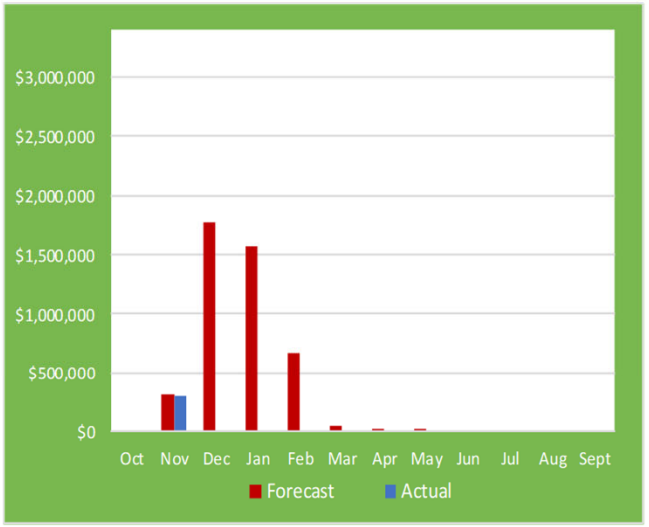


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 7.5% greater than forecasted.

PROPERTY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 150	$ 182	$ 32
Nov	309,543	300,872	$ (8,671)
Dec	1,768,665		
Jan	1,565,401		
Feb	663,306		
Mar	44,220		
Apr	17,688		
May	17,688		
Jun	8,844		
Jul	8,844		
Aug	8,844		
Sept	8,844		
Total	$ 4,422,037	$ 301,054	$ (8,639)
Cumulative Forecast	$ 309,693		
Actual to Forecast	$ (8,639)	-2.79%	

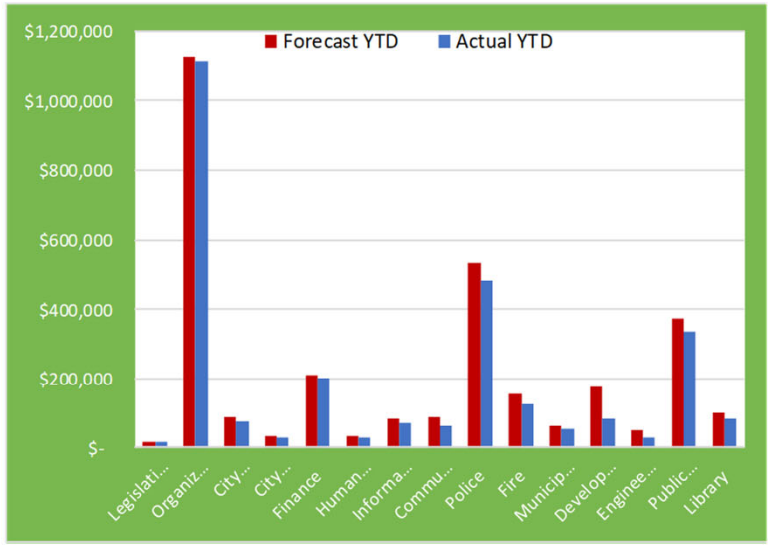


WARNING

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is short of forecast but this is a timing issue with when payments are made.

GENERAL FUND EXPENDITURES BY DEPT.

Division	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Legislative	$ 17,350	$ 16,422	$ (928)
Organizational	1,124,483	1,114,247	$ (10,236)
City Manager	85,876	74,613	$ (11,263)
City Secretary	33,564	27,217	$ (6,347)
Finance	208,341	200,543	$ (7,798)
Human Resources	31,561	28,033	$ (3,528)
Information Technology	85,343	70,933	$ (14,410)
Community Engagemen	86,451	62,787	$ (23,664)
Police	535,081	484,150	$ (50,931)
Fire	157,143	126,752	$ (30,391)
Municipal Court	60,592	54,579	$ (6,013)
Development Services	175,815	85,059	$ (90,756)
Engineering	51,973	30,680	$ (21,293)
Public Works	373,989	334,310	$ (39,679)
Library	98,733	83,839	$ (14,894)
Total	$ 3,126,295	$ 2,794,164	$ (332,131)
Actual to Forecast		89.4%	



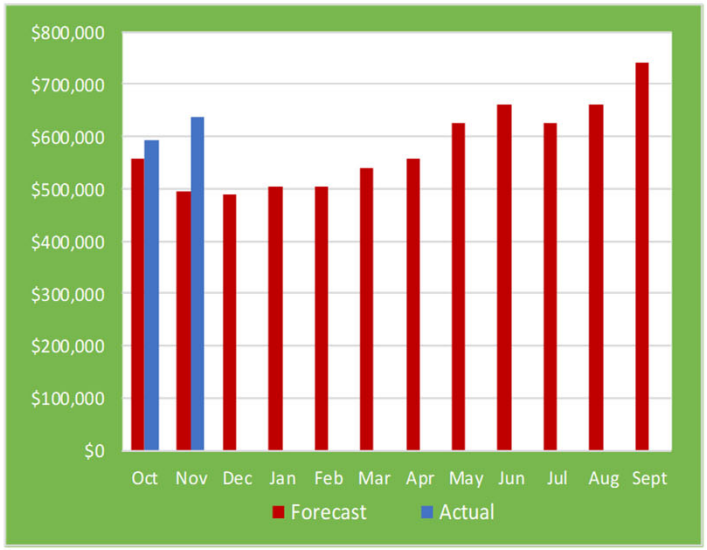
POSITIVE

This page in the financial report looks at forecast to actual by department within the General Fund. YTD the actual is 89% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 556,791	$ 592,481	$ 35,690
Nov	494,957	637,628	$ 142,671
Dec	487,757		
Jan	505,193		
Feb	504,957		
Mar	539,355		
Apr	556,791		
May	626,062		
Jun	660,698		
Jul	625,826		
Aug	660,461		
Sept	739,732		
Total	$ 6,958,580	$ 1,230,109	$ 178,361
Cumulative Forecast	$ 1,051,748		
Actual to Forecast	$ 178,361	16.96%	



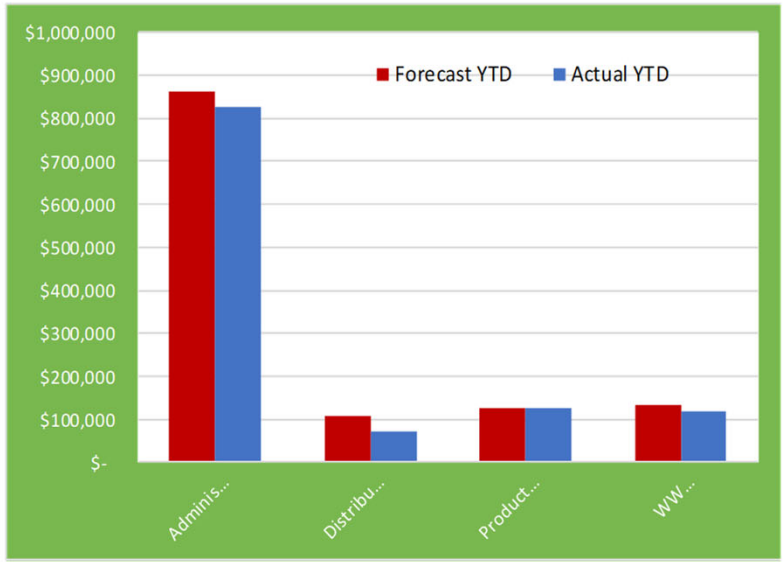
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 17%. There were 17 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

Division	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Administration	$ 861,387	$ 827,463	$ (33,924)
Distribution/Collection	107,914	71,343	$ (36,571)
Production/Treatment	125,099	124,486	$ (613)
WW Treatment Plant	134,293	119,565	$ (14,728)
Total	$ 1,228,693	$ 1,142,857	$ (85,836)
Actual to Forecast		93.0%	



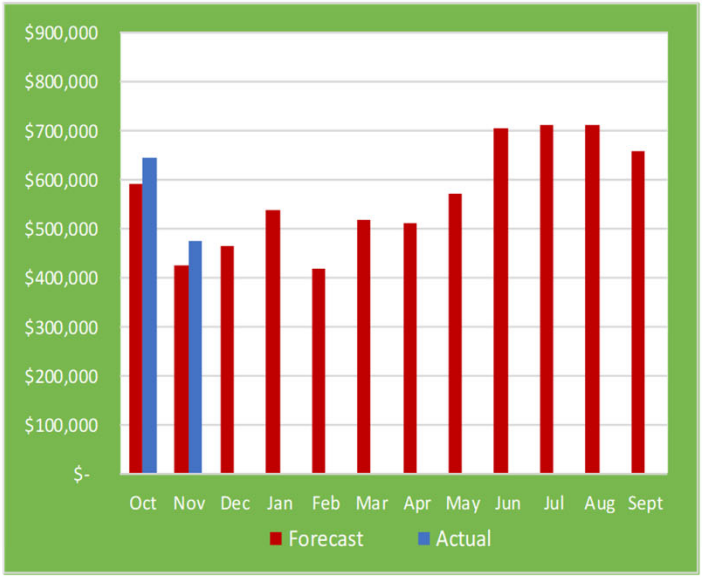
POSITIVE

This page tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 93% of forecast.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 590,953	$ 643,338	$ 52,385
Nov	423,127	475,082	$ 51,955
Dec	463,040		
Jan	536,213		
Feb	418,436		
Mar	516,256		
Apr	509,604		
May	569,473		
Jun	702,515		
Jul	709,167		
Aug	709,167		
Sept	655,954		
Total	$ 6,803,905	$ 1,118,420	$ 104,340
Cumulative Forecast	$ 1,014,080		
Actual to Forecast	$ 104,340	10.29%	



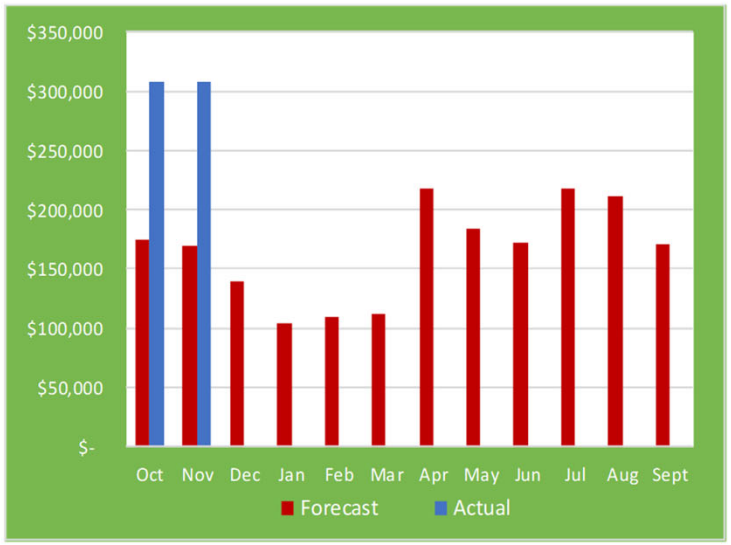
POSITIVE

The Electric utility revenue is almost 10.5% above forecasted revenue. There was 11 new meter set this month, all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	$ 175,141	$ 308,000	$ 132,859
Nov	169,815	308,282	$ 138,467
Dec	139,201		
Jan	103,751		
Feb	109,813		
Mar	111,466		
Apr	217,859		
May	183,880		
Jun	171,572		
Jul	217,551		
Aug	210,762		
Sept	170,537		
Total	$ 1,981,348	$ 616,282	$ 271,326
Cumulative Forecast	$ 344,956		
Actual to Forescast %	$ 271,326	78.7%	



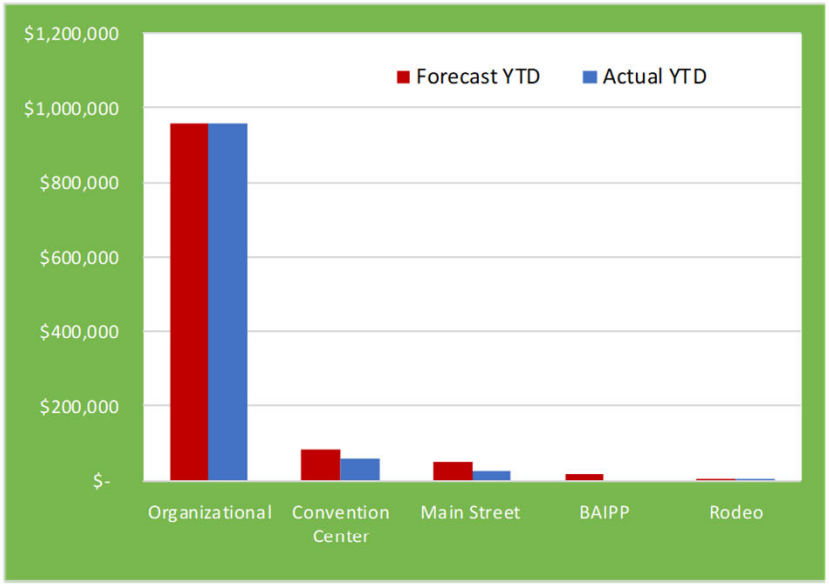
POSITIVE

So far YTD we are 78% positive actual to forecast. ***The Hotel Tax revenue YTD is $355,762 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

Division	FY2022 Forecast YTD	FY2022 Actual YTD	Variance
Organizational	$ 957,364	$ 956,797	$ (567)
Convention Center	84,775	56,346	$ (28,429)
Main Street	51,011	26,741	$ (24,270)
BAIPP	18,108	-	$ (18,108)
Rodeo	483	498	$ 15
Total	$ 1,111,741	$ 1,040,382	$ (71,359)
Actual to Forecast		93.6%	



POSITIVE

This report shows the actual to forecast for each division located in the Hotel Occupany Tax Fund. YTD is reporting actual is almost 94% of forecast.

Legal fees by Attorney/Category

FIRM	CASE	FY19-20	FY20-21	FY21-22
BUNDREN				
	Pine Forest Interlocal	$ 1,298	$ 944	$ -
BOJORQUEZ				
	General Legal	$ 185,102	$ 166,756	$ 27,652
	NEU Review	$ -	$ 8,493	$ -
	Bastrop 552	$ -	$ 2,810	$ -
	COVID-19	$ 8,687	$ 186	$ -
	Pine Forest Interlocal	$ 1,275	$ -	
	Prosecutor (Municipal Court)	$ 15,526	$ 16,331	$ 3,392
	Water/WW	$ 57,168	$ 96,362	$ 9,255
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	$ 7,378	$ 10,466	$ -
MULTIPLE FIRMS				
	XS Ranch Water Rights	$ 4,888	$ -	$ -
	Hunter's Crossing PID	$ 10,391	$ -	$ -
	W/WW Contract reviews	$ -	$ 1,425	$ 6,441
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	$ -	$ 7,333	$ 2,500
	Red Light Camera Suit	$ 64	$ -	$ -
		$ 291,777	$ 311,106	$ 49,240

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY19-20	Sum of FY20-21	Sum of FY21-22
71 Bastrop & MC Bastrop 71	$ -	$ 7,333	$ 2,500
Bastrop 552	$ -	$ 2,810	$ -
COVID-19	$ 8,687	$ 186	$ -
General Legal	$ 185,102	$ 166,756	$ 27,652
Hunter's Crossing PID	$ 17,769	$ 10,466	$ -
NEU Review	$ -	$ 8,493	$ -
Pine Forest Interlocal	$ 2,573	$ 944	$ -
Prosecutor (Municipal Court)	$ 15,526	$ 16,331	$ 3,392
Red Light Camera Suit	$ 64	$ -	$ -
W/WW Contract reviews	$ -	$ 1,425	$ 6,441
Water/WW	$ 57,168	$ 96,362	$ 9,255
XS Ranch Water Rights	$ 4,888	$ -	$ -
Grand Total	**$ 291,777**	**$ 311,106**	**$ 49,240**

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on January 11, 2022. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8A

TITLE:
Consider action to approve City Council minutes from the December 14, 2021, Regular meeting.

AGENDA ITEM SUBMITTED BY:
Ann Franklin, City Secretary

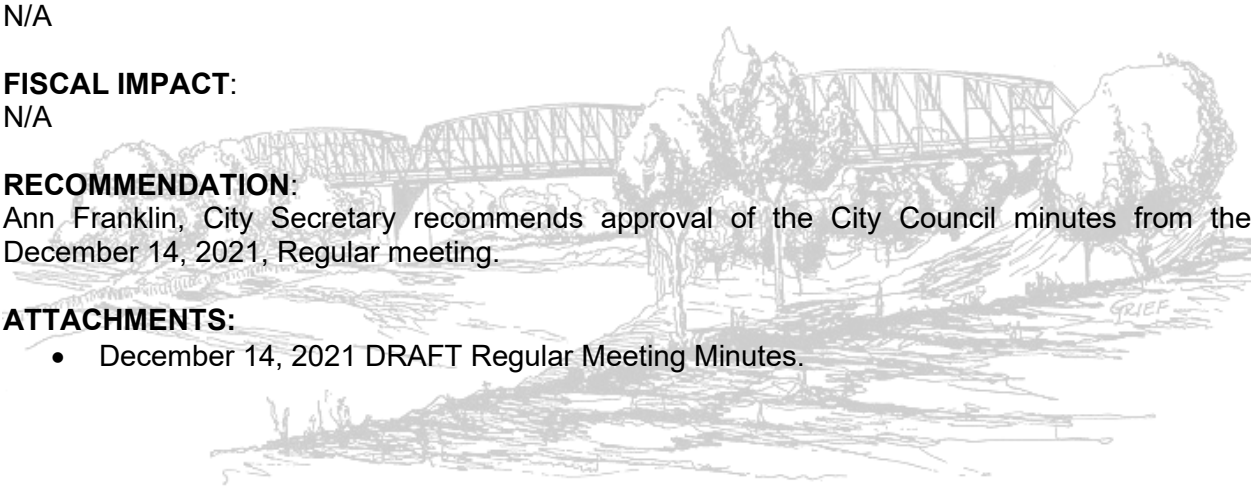
BACKGROUND/HISTORY:
N/A

FISCAL IMPACT:
N/A

RECOMMENDATION:
Ann Franklin, City Secretary recommends approval of the City Council minutes from the December 14, 2021, Regular meeting.

ATTACHMENTS:

- December 14, 2021 DRAFT Regular Meeting Minutes.



DECEMBER 14, 2021

The Bastrop City Council met in a regular meeting on Tuesday, December 14, 2021, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 5:30 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 5:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

2A. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Sections 551.071 regarding Bastrop Code of Ordinances Article 1.15, the Code of Ethics.

2B. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Sections 551.071 Resolution No. R-2021-119 of the City Council of the City of Bastrop, authorizing the City Manager to execute necessary contractual documentation regarding collection, transportation, and treatment of material related to the Westside Wastewater Collection system.

Mayor Schroeder recessed the Executive Session at 6:30 p.m.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action taken.

CALL TO ORDER – REGULAR SESSION

Mayor Schroeder called the Regular Council Meeting to order at 6:31 p.m.

PLEDGE OF ALLEGIANCE

Ella Griesenbeck and Isabella Molina-Conrardy, Bastrop Middle School Student Council

INVOCATION

Dr. Raymond Edge, Senior Pastor with First Baptist Church, gave the invocation.

PRESENTATIONS

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

7D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing December as Fair Housing Month in the City of Bastrop, Texas. (Submitted by: Tracy Waldron, Chief Financial Officer)

WORK SESSION/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

9A. Receive presentation of the Strategic Planning Calendar for Fiscal Year 2022-2023. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

9B. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

9C. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

CITIZEN COMMENTS

Roger Henderson
706 MLK Dr.
Bastrop, TX 78602

ITEMS FOR INDIVIDUAL CONSIDERATION

12M. Consider action to approve the first reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Peterson to approve the first reading of Ordinance No. 2021-20, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

12N. Consider action to approve the first reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Jackson to approve Ordinance No. 2021-19, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

12A. Consider action to approve Resolution No. R-2021-127 of the City of Bastrop, Texas extending the extraterritorial jurisdiction as requested by the property owner to include approximately 11 acres of State Highway 304 right-of-way and encompassing a 289.5 acre tract owned by the applicant attached as Exhibit A into the City of Bastrop's extraterritorial jurisdiction, more specifically Area A, as described in the Interlocal Agreement for Subdivision Plat Regulation in Bastrop County and the City of Bastrop's extraterritorial jurisdiction; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-127, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

12B. Consider action to approve the second reading of Ordinance No. 2021-15 of the City Council of the City of Bastrop, Texas, rezoning 15.824 acres out of Farm Lot 37 East of Main Street, located at 1500 Farm Street, within the City Limits of Bastrop, Texas from P3 Neighborhood to P4 Mix; as shown in Exhibit A, including a severability clause; and establishing an effective date. (Submitted by: Jennifer C. Bills, Director of Planning & Development)
Presentation was made by Jennifer C. Bills, Director of Planning & Development.

SPEAKERS

Maryellen Arbuckle
1502 Fayette St.
Bastrop, TX
713-516-8828

Susan Long
1402 Hill St.
Bastrop, TX
512-321-2679

Clint Howard
405 South Jackson
Bastrop, TX
512-332-6953

Gary Moss
1706 Wilson Street
1708 Wilson Street
Bastrop, TX
972-523-9727

Cheryl Wood
1305 Hill Street
Bastrop, TX
512-923-3368

Rolin Cerna

1104 Hill Street
Bastrop, TX
512-308-7002

Pablo Cerna
1104 Hill Street
Bastrop, TX
512-963-0919

Kevin Lippy Mawlby
206 Jennifer Ln.
Bastrop, TX
512-574-6449

Lindy Larson
1320 Farm Street
Bastrop, TX
432-770-5969

Nancy Wood
906 Walnut Street
Bastrop, TX
512-629-6514

Daniel Smith
1504 Cedar Street
Bastrop, TX
512-303-2945

Jerod Hruska
1105 Buttonwood St.
Bastrop, TX
512-658-5975

Cristy Foreman
1504 Farm Street
Bastrop, TX
512-296-9590

Sahila Casper
703 Farm Street
Bastrop, TX
972-762-5988

Jolene Jaehne
1500 Farm Street
Bastrop, TX
512-496-6776

Allison Bumsted
1316 Farm Street
Bastrop, TX
512-903-9125

Cheryl Long
1501 Church Street
Bastrop, TX
512-321-5472

Kay Rogers
1010 Chestnut St
Bastrop, TX
512-924-5912

R Darren Kesselus
705 Farm St.
Bastrop, TX5
512-680-4444

Nancy Huth
1303 Cedar St
Bastrop, TX
512-303-1733

Vanessa Lindsey
162 Lealand Ave
Bastrop, TX

Tommy Claburne
708 Walnut
Bastrop, TX

A motion was made to deny Ordinance No. 2021-15 was made by Council Member Jackson, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 9:00 p.m.

Mayor Schroeder called the Council Meeting back to order at 9:06 p.m.

12C. Consider action to approve Resolution No. R-2021-121 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2022-2023 Board of Directors; establishing a repealing clause; and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)
Presentation was made by Ann Franklin, City Secretary.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-121, with the votes as follows, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

Acher, Bill	**40**
Glass, David	**40**
Hector, William (Bill)	**40**
Owens, Ellen	**40**
Redd, David	**43**

12D. Consider action to approve Resolution No. R-2021-115 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a January 29, 2021, Special Election for Bastrop, Texas; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
Presentation was made by Ann Franklin, City Secretary.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-115, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

CONSENT AGENDA

11H. Consider action to approve Resolution No. R-2021-124 of the City Council of the City of Bastrop, Texas amending a contract for Grant Administration and Environmental Services with Langford Community Management Services as it relates to the General Land Office Community Development Block Grant Mitigation Program contract number 22-085-059-D316, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-124, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

12E. Consider action to approve Resolution No. R-2021-125 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the January 29, 2021, Special Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
Presentation was made by Ann Franklin, City Secretary.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-125, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

12F. Hold public hearing and consider action to approve on first and second readings Ordinance No. 2021-18, amending Ordinance No. 2015-14, Pecan Park Commercial Planned Development, for 66.494 acres of land out of the Nancy Blakey Survey, Abstract No. 98, located south of State Highway 71, east of Orchard Parkway, west of Hasler Boulevard, located within the City of Bastrop, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting. (Submitted by: Allison Land, Senior Planner)
Presentation was made by Allison Land, Senior Planner.

Public hearing was opened.

Public hearing was closed.

A motion was made by Mayor Pro Tem Nelson to approve the first and second readings of Ordinance No. 2021-18, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

12G. Hold public hearing and consider action to approve the first reading of Ordinance No. 2021-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B^3) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date, and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Allison Land, Senior Planner)
Presentation was made by Allison Land, Senior Planner.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-17 and to include on the January 11, 2022, Consent Agenda for second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

12H. Consider action to approve Resolution No. R-2021-122 of the City Council of the City of Bastrop, Texas, approving two professional engineering services contracts with Kimley-Horn and Associates, Inc. to the Agnes Street Extension project to a not to exceed total combined amount of five hundred thousand dollars ($500,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)
Presentation was made by Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-122, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

12I. Consider action to approve the second reading of Resolution No. R-2021-108 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million and 00/100 Dollars ($1,000,000.00); repealing all resolutions in conflict; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)
Presentation was made by Genora Young, BEDC Interim Executive Director.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-108, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

12J. Consider action to approve Resolution No. R-2021-123 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn for the Business and Industrial Park Improvements project to a not to exceed amount of three hundred thousand dollars ($300,000).; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)
Presentation was made by Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-123, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

12K. Consider action to approve the first reading of Resolution No. R-2021-112 of the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
Presentation was made by Genora Young, BEDC Interim Executive Director.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. R-2021-112 and to include on the January 11, 2022, Consent Agenda for second reading, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

12L. Consider action to approve the first reading of Resolution No. R-2021-113 of the City Council of the City of Bastrop, Texas, approving a Project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000.00) for the project; providing an effective date; and move to include on the January 11, 2022, Consent Agenda for second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
Presentation was made by Genora Young, BEDC Interim Executive Director.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. R-2021-113 and to include on the January 11, 2022, Consent Agenda for second reading, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

12P. Consider action to approve Resolution No. R-2021-128 of the City Council of the City of Bastrop, Texas authoring the City Manager to enter into a Memorandum of Agreement with Austin Community College to offer consulting or training courses at 1302 Chestnut Street, Bastrop Tx attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
Presentation was made by Paul Hofmann, City Manager.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-128, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

12O. Consider action to approve the first reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 11, 2022, City Council agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-21, and to include on the January 11, 2022, agenda for second reading, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

CONSENT AGENDA CONTINUED

A motion was made by Council Member Peterson to approve Items 11A – 11G, 11I, and 11J as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.

11A. Consider action to approve City Council minutes from the November 9, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

11B. Consider action to approve Resolution No. R-2021-120 of the City Council of the City of Bastrop, Texas approving the 2022 Council Meeting Schedule, attached as Exhibit A; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)

11C. Consider action to approve Resolution No. R-2021-114 of the City Council of the City of Bastrop, Texas rejecting all bids for the Maintenance, Mowing & Landscaping Services; repealing all resolutions in conflict; providing severability; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

11D. Consider action to approve Resolution No. R-2021-110 of the City Council of the City of Bastrop, Texas, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Program (CDBG-MIT) Contract Number 22-085-059-D316, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11E. Consider action to approve Resolution R-2021-109 of the City Council of the City of Bastrop, Texas adopting various policies and procedures required in conformity with the Civil Rights Act, and the Fair Housing Act, as shown in Exhibit A, required under the Community Development Block Grant – Mitigation Program Contract number 22-085-059-D316 through the General Land Office; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11F. Consider action to approve Resolution No. R-2021-118 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, attached as Exhibit A; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

11G. Consider action to approve Resolution No. R-2021-116 of the City Council of the City of Bastrop, Texas to ratify a contract for liquid waste hauling and disposal to Wastewater Transport Service, not to exceed Seventy-Five Thousand, Nine Hundred ($75,900.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

11I. Consider action to approve Resolution No. R-2021-126 of the City Council of the City of Bastrop, Texas establishing a policy on the creation of Municipal Utility Districts within the City of Bastrop Extraterritorial Jurisdiction and City Limits attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

11J. Consider action to approve Resolution No. R-2021-117 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Carollo Engineers, Inc. to provide the services of construction management and inspection in the amount of three hundred nineteen thousand dollars ($319,000).; attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

Adjourned at 10:08 p.m. without objection.

APPROVED: **ATTEST:**

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on January 11, 2022, by Council Member motion, Council Member second. The motion was approved on a vote.

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM:** 8B

TITLE:
Consider action to approve the second reading of Ordinance No. 2021-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B^3) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date.

STAFF REPRESENTATIVE:
Allison Land, Senior Planner

BACKGROUND/HISTORY:
Note: after first reading, the Zoning Concept Scheme Schedule was updated to reflect the City Council meeting date change from September 27, 2022 to September 20, 2022.

House Bill 3167 of the 86th Session of the Texas Legislature, subsequently codified in Texas Local Government Code Chapter 212, requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by Staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

POLICY EXPLANATION:
Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002 Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

To ensure compliance with Texas Local Government Code Chapters 211 and 212, City Council will annually adopt Schedules of Uniform Submittal Dates for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when submittals will be checked for all items required for review, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

Holiday considerations include moving submittal dates to Tuesdays when Monday is a City holiday, moving the Planning & Zoning Commission meetings to the week ahead of Thanksgiving

and Christmas holidays, and adjusting submittal checks around any Tuesday holidays. Adjustments from the regularly scheduled day are in bold and italics on the schedules.

FUNDING SOURCE: N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2018-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B^3) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B^3) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date.

ATTACHMENTS:
- Exhibit A – 2021 Schedule of Uniform Submittal Dates

ORDINANCE 2021-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE 2022 ANNUAL SCHEDULE OF UNIFORM SUBMITTAL DATES, PER BASTROP BUILDING BLOCK (B³) CODE SECTION 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES FOR SITE PLANS AND PLACE TYPE ZONING CHANGES, AND BASTROP BUILDING BLOCK (B³) TECHNICAL MANUAL SECTION 1.2.002 UNIFORM SUBMITTAL DATES, AS SHOWN IN EXHIBIT A, ESTABLISHING A REPEALING CLAUSE, PROVIDING SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, City Council will annually adopt a Schedule of Uniform Submittal Dates to comply with Texas Local Government Code Chapters 211 and 212 for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when review for completeness checks will occur, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

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

Section 1: The City Council hereby adopts the 2022 Schedule of Uniform Submittal Dates, in accordance with B³ Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes and B³ Technical Manual Section 1.2.002 Uniform Submittal Dates, as attached in Exhibit A.

Section 2: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

Section 3: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 4: This Ordinance shall take effect immediately upon passage.

DRAFT

READ and APPROVED on First Reading on the 14th day of December 2021.

READ and ADOPTED on Second Reading on the 11th day of January 2022.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

DRAFT

Exhibit A

2022 Schedule of Uniform Submittal Dates

Plats Administratively Approved

Amending, Minor, Non-Residential Replat

Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
1/3/2022	1/4/2022	1/13/2022	***1/18/2022***	1/27/2022
2/7/2022	2/8/2022	2/17/2022	2/21/2022	3/3/2022
3/7/2022	3/8/2022	3/17/2022	3/21/2022	3/31/2022
4/4/2022	4/5/2022	4/14/2022	4/18/2022	4/28/2022
5/2/2022	5/3/2022	5/12/2022	5/16/2022	5/26/2022
6/6/2022	6/7/2022	6/16/2022	6/20/2022	6/30/2022
7/5/2022	7/5/2022	7/14/2022	7/18/2022	7/28/2022
8/1/2022	8/2/2022	8/11/2022	8/15/2022	8/25/2022
9/6/2022	9/6/2022	9/15/2022	9/19/2022	9/29/2022
10/3/2022	10/4/2022	10/13/2022	10/17/2022	10/27/2022
11/7/2021	11/8/2021	11/17/2021	11/21/2021	12/1/2021
11/21/2022	11/22/2022	12/1/2022	12/5/2022	12/15/2022
1/3/2023	1/4/2023	1/13/2023	***1/17/2023***	1/26/2023

2022 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval

Preliminary, Final, Residential Replat

Submittal Dates	Submittal Check Date	Comments Issued Date	Resubmittal Date	Planning & Zoning Commission Packet Published	Planning & Zoning Commission Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, or Denied (Thursday)	For projects that were Approved with Conditions (Monday)	(Friday)	(Thursday)
1/3/2022	1/4/2022	1/13/2022	***1/18/2022***	1/21/2022	1/27/2022
2/7/2022	2/8/2022	2/17/2022	2/21/2022	2/18/2022	2/24/2022
3/7/2022	3/8/2022	3/17/2022	3/21/2022	3/25/2022	3/31/2022
4/4/2022	4/5/2022	4/14/2022	4/18/2022	4/17/2022	4/23/2022
5/2/2022	5/3/2022	5/12/2022	5/16/2022	5/20/2022	5/26/2022
6/6/2022	6/7/2022	6/16/2022	6/20/2022	6/24/2022	6/30/2022
7/5/2022	7/6/2022	7/14/2022	7/18/2022	7/22/2022	7/28/2022
8/1/2022	8/2/2022	8/11/2022	8/15/2022	8/19/2022	8/25/2022
9/6/2022	9/7/2022	9/15/2022	9/19/2022	9/23/2022	9/29/2022
10/3/2022	10/4/2022	10/13/2022	10/17/2022	10/21/2022	10/27/2022
10/24/2022	10/25/2022	11/3/2022	11/7/2022	***11/10/2022***	***11/17/2022***
11/21/2022	11/22/2022	12/1/2022	12/5/2022	12/9/2022	***12/15/2022***
1/3/2023	1/4/2023	1/12/2023	***1/17/2023***	1/20/2023	1/26/2023

2022 Schedule of Uniform Submittal Dates

Site Development Plans & Public Improvement Plans (PIPs)

Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
1/18/2022	1/19/2022	1/27/2022	1/31/2022	2/10/2022
2/21/2022	2/22/2022	3/3/2022	3/7/2022	3/17/2022
3/21/2022	3/22/2022	3/31/2022	4/4/2022	4/14/2022
4/18/2022	4/19/2022	4/28/2022	5/2/2022	5/12/2022
5/16/2022	5/17/2022	5/26/2022	5/31/2022	6/9/2022
6/20/2022	6/21/2022	6/30/2022	7/5/2022	7/14/2022
7/18/2022	7/19/2022	7/28/2022	8/1/2022	8/11/2022
8/15/2022	8/16/2022	8/25/2022	8/29/2022	9/8/2022
9/19/2022	9/20/2022	9/29/2022	10/3/2022	10/13/2022
10/17/2022	10/18/2022	10/27/2022	10/31/2022	11/10/2022
11/21/2022	11/22/2022	12/1/2022	12/5/2022	12/15/2022
12/19/2022	12/20/2022	12/29/2022	1/3/2023	1/12/2023
1/17/2023	1/18/2023	1/26/2023	1/30/2023	2/9/2023

2022 Schedule of Uniform Submittal Dates

Zoning Concept Schemes and Neighborhood Regulating Plans

Submittal/Resubmittal Dates	Submittal Check Date	Planning Director Recommendation	Planning & Zoning Commission Meeting Date	City Council Meeting Date	City Council Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	(Thursday)	Public Hearing (Thursday)	Public Hearing First Reading (Tuesday)	Second Reading (Tuesday)
12/13/2021	12/14/2021	12/23/2021	1/27/2022	2/22/2022	3/8/2022
1/10/2022	1/11/2022	1/20/2022	2/24/2022	3/22/2022	4/12/2022
2/14/2022	2/15/2022	2/24/2022	3/31/2022	4/26/2022	5/10/2022
3/14/2022	3/15/2022	3/24/2022	4/28/2022	5/24/2022	6/14/2022
4/11/2022	4/12/2022	4/21/2022	5/26/2022	6/28/2022	7/12/2022
5/9/2022	5/10/2022	5/19/2022	6/30/2022	7/26/2022	8/9/2022
6/13/2022	6/14/2022	6/23/2022	7/28/2022	8/23/2022	9/13/2022
7/11/2022	7/12/2022	7/21/2022	8/25/2022	***9/20/2022***	10/11/2022
8/8/2022	8/9/2022	8/18/2022	9/29/2022	10/25/2022	11/8/2022
9/12/2022	9/13/2022	9/22/2022	10/27/2022	***12/13/2022***	***1/10/2023***
10/3/2022	10/4/2022	10/13/2022	***11/17/2022***	***12/13/2022***	***1/10/2023***
11/7/2022	11/8/2022	11/17/2022	***12/15/2022***	1/24/2023	2/14/2023
12/5/2022	12/6/2022	12/15/2022	1/26/2023	2/28/2023	3/14/2023
1/9/2023	1/10/2023	1/19/2023	2/23/2023	3/28/2023	4/11/2023

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8C

TITLE:
Consider action to approve the second reading of Resolution No. R-2021-112 of the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; and providing an effective date.

STAFF REPRESENTATIVE:
Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:
The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The BEDC Board approved an Economic Development Performance Agreement with Coltzin, LLC ("Developer") at a board meeting on November 15, 2021.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property that they are purchasing in the Bastrop Business and Industrial Park, upon the Developer's successful completion of the project.

POLICY EXPLANATION:
Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than $10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

FUNDING SOURCE:
Included in the BEDC's FY2022/2023 forecasted budget.

RECOMMENDATION:
Recommend approval of the second reading of Resolution No. R-2021-112 the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) for the project; and providing an effective date.

ATTACHMENTS:
- Draft Resolution R-2021-112
- Signed BEDC Resolution R-2021-0012
- Economic Development Performance Agreement

RESOLUTION NO. R-2021-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT WITH COLTZIN, LLC, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS ($10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the BEDC Board of Directors met on November 15, 2021, and took formal action to support and provide funds for various economic development projects (the "Project") under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than $10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall have two separate readings by the City Council; and

WHEREAS, Coltzin, LLC, formerly known as "Project Fiesta" ("Developer") desires to purchase approximately 5.477 acres of land from the BEDC for Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 ($233,934.62) and develop a minimum 20,000 square foot food manufacturing facility, with a minimum capital investment of One Million Six Hundred Thousand Dollars ($1,600,000), in the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC Board of Directors approved an Economic Development Performance Agreement with the Developer via Resolution R-2021-0012 on November 15, 2021; and

WHEREAS, the City has reviewed the November 15, 2021, actions of the BEDC related to the Project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project's goals and objectives, as well as being conducted in accordance with the BEDC's strategic plan; and

WHEREAS, the BEDC is awarding more than $10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

DRAFT

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves of the Project and Resolution 2021-0012 passed by the BEDC Board of Directors on November 15, 2021.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 14th day of December 2021.

READ and APPROVED on the Second Reading on the 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

RESOLUTION NO. R-2021-0012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT WITH COLTZIN, LLC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the "BEDC") under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Coltzin, LLC ("Project") desires to purchase approximately 5.477 acres of land (the "Property") from BEDC for Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and Sixty-Two Cents ($233,934.62) for construction of a minimum 20,000 square foot corporate headquarters and food manufacturing facility, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC desires to offer incentives to Project to enable Project to develop and attract additional operations and business enterprises, and to locate its national headquarters in the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the Board finds that the Project creates or retains primary jobs and is suitable for the development, retention, or expansion of manufacturing and industrial facilities and will be a regional or national headquarters, and is defined as a project within Local Government Code Sections 505.159 and 501.101, and therefore does not require a Public Hearing, and

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

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

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

SECTION 2. On this date the BEDC approved the terms of the negotiated Agreement between BEDC and the Project attached hereto as Exhibit "A."

SECTION 3. The Board authorizes the Board Chair or the Interim Executive Director to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 15 day of NOVEMBER 2021.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash

Kathryn Nash, Board Chair

ATTEST:

William P. Gossett

William Gossett, Board Secretary

APPROVED AS TO FORM:

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

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made and entered into by and between the Bastrop Economic Development Corporation (hereinafter called "BEDC"), a Texas non-profit corporation, and Coltzin, LLC, a Texas domestic limited liability corporation (hereinafter called "Company") and is effective as of the date of the last required signature hereto ("Effective Date").

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

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

WHEREAS, Company is proposing to purchase property currently owned by the BEDC located at 414 Technology Drive, Bastrop, TX 78602 legally described as Bastrop Business and Industrial Park, Phase 1, Lot 3, ACRES 5.477, (REPLAT OF LOTS 1 & 2) (the "Property"); and

WHEREAS, Company is committing to a minimum capital investment of at least one million six hundred thousand dollars ($1,600,000.00) in the development of the Property to include the construction of a minimum 20,000 square foot corporate headquarters and food manufacturing facility, with an option to build an additional 10,000 square foot facility with a minimum capital investment of $800,000; and

WHEREAS, the BEDC has been presented with details concerning the projected economic and community development benefits associated with the expansion of Company's operations in Bastrop; and

WHEREAS, the BEDC finds and determines that the community development benefits associated with the expansion of Company's operations in Bastrop is sufficient consideration for the incentives provided herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein, the undersigned parties agree as follows:

1) **Company's Performance Obligations**. In consideration of the BEDC entering into this Agreement, and as an inducement to BEDC to undertake the obligations provided herein, Company makes the following representations, warranties, and covenants, each of which is material and being relied upon by the BEDC in entering into this Agreement:

a) **Facility Construction and Capital Investment**. Company commits to a total capital investment of at least one million six hundred thousand dollars ($1,600,000.00) in improvements to the Property (the "Capital Investment") and the construction of a twenty thousand (20,000) square foot food manufacturing facility (the "Facility") (the "Project").

b) **Phase II Construction and Capital Investment (Optional)**. Company has the option to build a second phase consisting of a minimum 10,000 square foot facility ("Second Facility") with an additional capital investment of $800,000 ("Second Capital Investment" and collectively referred to with the Capital Investment as "Capital Investments").

c) **Project Deadline**. Company further covenants that the Capital Investments in the Property and the construction of the Facility will be completed, as evidenced by the receipt of a final Certificate of Occupancy from the City of Bastrop, no later than two (2) years from the Effective Date (the "Project Deadline"). The Project Deadline may be extended by Company for an additional one (1) year period by providing at least thirty (30) days prior written notice before the Project Deadline to BEDC and upon approval by the BEDC as evidenced in writing and signed by both parties.

d) **Employment and Payroll Commitment**. For purposes of this Agreement the schedule of job and payroll creation is zero.

e) **Payment of Taxes**. Company shall pay all City of Bastrop, Bastrop County, and Bastrop Independent School District taxes and assessments subject to any legal remedies available to Company to contest or otherwise dispute in good faith such taxes and assessments.

f) **Legal and regulatory compliance**. Company shall maintain the Facility in good repair and condition, and shall fully comply with all federal, state, and local laws, ordinances and regulations governing construction and operation of its facilities. Company currently holds, or is cognizant of and reasonably capable of, timely securing each of the permits, licenses and other material governmental approvals necessary to commence the expansion of the Facility under all applicable federal, state and local laws, ordinances and regulations.

g) **Required statement concerning employment of undocumented workers**. Company certifies that it does not, and will not, knowingly employ an undocumented worker. Under federal law, should Company, or any branch, division or department of Company, be convicted of a violation under 8 U.S.C. §1324a(f), Company shall repay the entire BEDC Contribution, with interest at the rate of 12% from the date of funding, not later than the 120th day after the BEDC notifies Company of the violation.

h) **Assignment**. Company shall not assign, transfer, or convey any of its rights or obligations under this Agreement except upon formal approval by the Board of Directors of the BEDC, which approval shall be at their sole discretion. Any such duly authorized assignment, transfer or conveyance shall not be effective until memorialized in writing and executed by all parties.

i) **Annual Report**. Within thirty (30) days after receipt of a written request by the BEDC regarding confirmation of Company's compliance with this Agreement, Company shall furnish a true, correct and complete written and notarized statement confirming and

explaining whether or not such compliance is being, or has been, met.

j) **Notice of Enforcement**. Company shall provide BEDC with a copy of any notice of enforcement, involuntary permit amendment, permit suspension or revocation action, or material notice of violation by any federal, state, or local governmental agency with respect to the Facility within a period of thirty (30) days following notice or receipt thereof.

k) **Notice of Claims**. Company shall provide BEDC with a copy of any suit, claim or other demand by any person which, if decided adversely to Company or any party thereto, could materially affect the ability of Company or its contractors to complete the expansion of its operations in a timely manner, continue operation of the Facility, or otherwise satisfy its obligations under this Agreement, within a period of thirty (30) days following notice or receipt thereof.

l) **Right of Verification**. BEDC shall have the right to access and inspect the books and records of Company which evidence compliance or noncompliance with Section 1 of this Agreement. BEDC shall provide ten (10) days' advance notice of any such verification activity, which shall be conducted during normal business hours and with a representative of Company present.

m) **Authority to Execute**. Company shall provide to BEDC, upon execution hereof, a resolution of the Company giving the undersigned the legal right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein, and evidencing that the execution, delivery and performance of this Agreement have been duly authorized and no other action by Company is a prerequisite to the valid and binding execution, delivery and performance of this Agreement.

n) **Payment of Attorney's Fees**. Should Company initiate an amendment to this Agreement, Company shall reimburse BEDC its reasonable Attorney's fees at the rate of two hundred seventy-five dollars ($275.00) an hour.

o) **COMPANY SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE BEDC, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, AND THE CITY COUNCIL MEMBERS AND MAYOR INDIVIDUALLY AND ACTING IN THEIR CAPACITY OF REVIEWING AND APPROVING ACTIONS OF THE BEDC (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST ANY AND ALL SUITS, CLAIMS AND OTHER DEMANDS OF EVERY TYPE WHATSOEVER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR OTHERWISE RELATING TO THE BEDC CONTRIBUTION OR THE DESIGN, CONSTRUCTION OR OPERATION OF THE FACILITY, EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY.**

p) Force Majeure. Whenever a period is herein prescribed for action to be taken by the Developer, the Developer shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind

whatsoever which are caused by Force Majeure. "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, terrorism, insurrection, epidemics, pandemics, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

2) **BEDC Performance Obligations**. In consideration of Company entering into this Agreement and complying with its obligations herein, and as an inducement to Company to undertake the obligations provided herein, BEDC makes the following representations, warranties and covenants, each of which is material and being relied upon by Company in entering into this Agreement:

   a) **BEDC Contribution**. BEDC shall provide a cash grant (the "Grant") incentive of one hundred sixteen thousand, nine hundred sixty-seven dollars and thirty-one cents ($116,967.31) which shall be paid to Company within thirty (30) days following the BEDC's receipt, from the Company, of a copy of a certificate of occupancy issued for the Facility by the City of Bastrop, and Company's written, notarized verification, and evidence of, the Capital Investment by the deadline provided for in Section 1.b. Payment subject to BEDC's right to access and inspect the books and records of Company for the purposes of ensuring compliance as to the Capital Investment.

   b) **BEDC Contribution Phase II**. Should Company build construct the Second Facility, then, if a certificate of occupancy is issued for the Second Facility within three (3) years of its receipt of a certificate of occupancy for the Facility, BEDC shall pay to Company the incentive of one hundred sixteen thousand, nine hundred sixty-seven dollars and thirty-one cents ($116,967.31) which shall be paid to Company within thirty (30) days following the BEDC's receipt, from the Company, of a copy of a certificate of occupancy issued for the Facility by the City of Bastrop, and Company's written, notarized verification, and evidence of, the Second Capital Investment. Payment subject to BEDC's right to access and inspect the books and records of Company for the purposes of ensuring compliance as to the Second Capital Investment.

   c) **No representations, warranties, or assumption of liability**. Notwithstanding any other provision of this Agreement, BEDC hereby disclaims all representations and warranties of any kind, and Company hereby covenants that BEDC shall not incur any liability, obligation, or responsibility of any kind to Company other than the Grant provided for in this Agreement.

   d) **Contribution Conditions**. The following must be satisfied as a condition of performance by BEDC under the BEDC Performance Obligations of this Agreement: (i) Company shall not be in default under the terms and conditions of this Agreement; (ii) neither Company or any guarantor are in receivership or dissolution, nor have made any assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor have been adjudicated bankrupt, nor have filed a petition in voluntary bankruptcy, nor a petition or answer seeking reorganization or an arrangement with creditors under a state or federal bankruptcy law or any other rule or statute, nor may any such petition have been filed against it; (iii) the BEDC Board of Directors and City Council of Bastrop shall have

approved BEDC entering into this Agreement and authorized the BEDC to expend the Grant.

3) **Recapture/Default Provisions**.

a) In the event the Project is not completed by the Project Deadline or Extended Deadline, if applicable, the BEDC shall have the right to terminate this Agreement and ownership of the Property, existing Facilities and Capital Investments on the Property shall revert to the BEDC. In the event of Default and reversion the Company shall continue to be financially responsible for any indebtedness, liens, or other liabilities incurred prior to reversion. Company shall be obligated to perform any act required to assist in transferring ownership of the Facilities and Structures to the BEDC.

b) In addition to the remedy provided for above, BEDC may further declare a default hereunder and terminate this Agreement with no further obligations under this Agreement if Company fails to comply with any of the Company Performance Obligations upon written notice by the BEDC. If any such default for which notice is provided is not fully cured within a period of sixty (60) days from the date written notice thereof is provided to Company, BEDC may, instead of termination of this Agreement, enforce the terms of any such provision in a court of competent jurisdiction and, following proof of such default, shall be entitled to injunctive relief, reasonable attorney's fees, court costs and other such expenses of enforcing this Agreement. If a default is directly caused by an act of God, industrial casualty, strike or lockout not involving Company or its contractors, governmental action or inaction, war, act of the public enemy, insurrection, riot, civil disturbance, epidemic or other cause of the kind enumerated herein, and such cause is beyond the reasonable control of Company and its contractors and does not result from the fault or negligence of Company or its contractors, agents or representatives, and written notice of such cause is served on BEDC within the sixty (60) day period, then the period to cure shall be extended for the period of time in which Company and its contractors institute and thereafter continuously prosecute with reasonable dispatch all actions necessary to fully cure such default.

c) **Attorney's Fees and Costs**. In addition to the recapture of the Grant as provided for herein, BEDC shall be entitled to a recovery of its costs and reasonable attorney's fees in the recapture of the Grant or any portion thereof.

4) **Time of Essence**. Time is of the essence for each term, condition, obligation and provision herein.

5) **Waiver**. The waiver of failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or other provision herein.

6) **Service of Notice**. Any notice required to be given a party pursuant to this Agreement shall be in writing and duly served when deposited with the Company State's Postal Service, enclosed in a wrapper with proper postage affixed thereto, duly registered or certified, return receipt requested, and addressed to Company or BEDC, as appropriate, at the following addresses, unless otherwise directed in writing by the party being served:

If to COMPANY:

Coltzin, LLC
Attention: Alfonso Zazueta
7308 Kilday Cove
Austin, TX 78744

If to Bastrop Economic Development Corporation:

Bastrop Economic Development Corporation
Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, TX 78602

7) **Entire Agreement; Amendment**. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, if any, and contains the entire agreement between Company and the BEDC as to the matters addressed herein. No subsequent agreement, representation or promise made by any party hereto, or by or to an officer, director, employee, or representative of any such party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. The terms of this Agreement may not be modified or amended except by an instrument executed in writing by each of the parties hereto. Notwithstanding the foregoing, this Agreement shall not affect the terms and conditions of any tax abatement agreement, water or wastewater service agreement, specific use permit, or other agreement of the parties referenced herein and existing on the Effective Date of this Agreement.

8) **Independent Counsel**. All parties acknowledge that this Agreement is the result of negotiations between the parties hereto, that they have been represented by independent counsel and that they have executed this Agreement with the advice of such counsel.

9) **Texas Law**. This Agreement and the performance thereof shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

10) **Venue**. Venue for any cause of action arising under or with respect to this Agreement or the performance thereof shall reside exclusively in Bastrop County, Texas, without regard to diversity of citizenship or any statutory provision to the contrary.

11) **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement, and, if such action does not destroy the basis of the bargain between the parties, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not affected thereby and shall be enforced to the greatest extent permitted by law.

12) **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

13) **Term**. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Performance Obligations of the Parties have been complied with or the Agreement is otherwise terminated as provided for herein.

Coltzin, LLC	**Bastrop Economic Development Corporation**
By: _____	By: _____
Name: _____	Name: Genora Young
Title: _____	Title: Interim Executive Director
Date: _____	Date: _____

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8D

TITLE:
Consider action to approve the second reading of Resolution No. R-2021-113 of the City Council of the City of Bastrop, Texas, approving a project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000.00) for the project; and providing an effective date.

STAFF REPRESENTATIVE:
Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:
The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The BEDC Board approved an Economic Development Performance Agreement with TA Bastrop, LLC ("Developer") at a board meeting on November 15, 2021.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property that they are purchasing in the Bastrop Business and Industrial Park, upon the Developer's successful completion of the project.

POLICY EXPLANATION:
Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than $10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

FUNDING SOURCE:
Included in the BEDC's FY2022/2023 forecasted budget.

RECOMMENDATION:
Recommend approval of the second reading of Resolution No. R-2021-113 the City Council of the City of Bastrop, Texas, approving a Project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars ($300,000) for the project; and providing an effective date.

ATTACHMENTS:
- Draft Resolution R-2021-113
- Signed BEDC Resolution R-2021-0013
- Economic Development Performance Agreement

RESOLUTION NO. R-2021-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT WITH TA BASTROP, LLC, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS ($10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the BEDC Board of Directors met on November 15, 2021, and took formal action to support and provide funds for various economic development projects (the "Project") under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than $10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall have two separate readings by the City Council; and

WHEREAS, TA Bastrop, LLC, formerly known as "Project Super Glue" ("Developer") desires to purchase approximately 6.700 acres of land from the BEDC for Three Hundred Thousand Dollars ($300,000.00) and develop a minimum 17,500 square foot adhesives manufacturing facility, with a minimum capital investment of Three Million Dollars ($3,000,000), in the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC Board of Directors approved an Economic Development Performance Agreement with the Developer via Resolution R-2021-0013 on November 15, 2021; and

WHEREAS, the City has reviewed the November 15, 2021, actions of the BEDC related to the Project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project's goals and objectives, as well as being conducted in accordance with the BEDC's strategic plan; and

WHEREAS, the BEDC is awarding more than $10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

DRAFT

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves of the Project and Resolution 2021-0013 passed by the BEDC Board of Directors on November 15, 2021.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 14th day of December 2021.

READ and APPROVED on the Second Reading on the 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

RESOLUTION NO. R-2021-0013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT WITH TA BASTROP, LLC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the "BEDC") under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, TA Bastrop LLC ("Project") desires to purchase approximately 6.700 acres of land (the "Property") from BEDC for Three Hundred Thousand Dollars ($300,000.00) for construction of a 17,500 square manufacturing facility, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC desires to offer incentives to Project to enable Project to develop and attract additional operations and business enterprises, and to locate its facility in the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the Board finds that the Project creates or retains primary jobs and is suitable for the development, retention, or expansion of manufacturing and industrial facilities, and is defined as a project within Local Government Code Sections 505.159 and 501.101, and therefore does not require a Public Hearing, and

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

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

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

SECTION 2. On this date the BEDC approved the terms of the negotiated Agreement between BEDC and the Project attached hereto as Exhibit "A."

SECTION 3. The Board authorizes the Board Chair or the Interim Executive Director to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 15 day of November 2021.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash

Kathryn Nash, Board Chair

ATTEST:

William Gossett

William Gossett, Board Secretary

APPROVED AS TO FORM:

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

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

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

RECITALS

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

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Company desires to purchase approximately 6.7000 acres of land from BEDC located at 406 S. Jackson St., Bastrop, Texas, 78602, and legally described as BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, BLOCK C, LOT 1, ACRES 6.7000 (the "Property") for Three Hundred Thousand Dollars ($300,000.00) pursuant to the Commercial Contract-Unimproved Property between the Parties attached as Exhibit A and to develop and construct a 17,500 square foot manufacturing and distribution facility; and

WHEREAS, the improvements made to Property, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer incentives to Company to enable Company to develop and attract additional operations and business enterprises, to bring corporate headquarters and to expand its operations within the City pursuant to this Agreement in substantial conformity with the Act; and

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

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

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

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

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

ARTICLE I
RECITALS

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

ARTICLE II
AUTHORITY AND TERM

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

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

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

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III
DEFINITIONS

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

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

"Capital Investment" shall mean the investment of a minimum of two million five hundred thousand dollars ($2,500,000.00) in capital improvements in the Project.

"Certificate of Occupancy" shall mean the signed certificate issued by the City of Bastrop Planning & Development Department granting the Company the right to occupy a Structure and confirming that the entire work covered by the permits and plans are in place.

"Closing Costs" shall mean those final costs paid by the BEDC as established on the final closing disclosure statement in the sale of the Property to Company.

"Commencement of Construction" shall mean the issuance of the building permit for a manufacturing and distribution facility on the Property.

"Effective Date" shall be the date of the last signing by a party to this Agreement.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, terrorism, insurrection, epidemics, pandemics, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Incentive Payment" means three hundred thousand dollars ($300,000.00) to be paid as an incentive for developing and constructing the Project and completing the Capital Investment.

"Property/Location" these terms, interchangeably, mean the property located at 406 S. Jackson St., Bastrop, Texas 78602, and legally described as BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE I, BLOCK C, LOT 1, ACRES 6.7.

"Purchase Price" means three hundred thousand dollars ($300,000.00).

"Project" means the construction of a seventeen thousand five hundred (17,500) square foot manufacturing and distribution facility on the Property.

"Project Deadline" means the date the construction of the Project will be completed, as evidenced by the receipt of a Certificate of Occupancy from the City of Bastrop, no later than January 1, 2025. unless extended by the Project Extension.

"Project Extension" means Company's option to extend the Project Deadline by one calendar year upon payment of fifty thousand dollars ($50,000.00) to the BEDC.

ARTICLE IV
BEDC OBLIGATIONS

1. BEDC Performance Obligations. BEDC shall pay the Company the Incentive Payment within thirty (30) days following the BEDC's receipt, from the Company, of a copy of a Certificate of Occupancy(s) issued for the Project and Company's written, notarized verification, and evidence of, the Capital Investment prior to Project Deadline, subject to the Project Extension. Payment subject to BEDC's right to access and inspect the books and records of Company for the purpose of ensuring compliance as to the Capital Investment.

2. Reimbursement. The BEDC shall reimburse Company the Purchase Price upon Company's receipt of a Certificate of Occupancy issued for the Project.

3. Option: The BEDC shall be given an option to repurchase the Property at the Purchase Price minus Closing Costs after January 1, 2024, if the Commencement of Construction has not commenced.

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

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

ARTICLE V
PERFORMANCE OBLIGATIONS OF COMPANY

The obligation of the BEDC to pay the Incentive Payment shall be conditioned upon Company's continued compliance with and satisfaction of each of the performance obligations set forth below in this Agreement.

1. Construction of Improvements. Company shall construct the Project.

2. Capital Investment. Company shall make the Capital Investment into the Project.

3. Completion Date. A Certificate of Occupancy(s) for the Project shall be obtained, and the Capital Investment shall be completed prior to the Project Deadline.

4. Additional Payroll or Jobs to be Created or Retained. This Agreement does not require the creation or retention of additional payroll or jobs.

5. Penalty. If the Project is not completed by the Project Deadline, then Company shall pay to the BEDC a two hundred-thousand-dollar ($200,000.00) penalty within ninety (90) days after notice from the BEDC to Company.

6. Payment of Legal Fees. Company commits to reimburse the BEDC for the necessary legal fees, in the amount of two hundred seventy-five dollars ($275.00) an hour, in the preparation of any amendment to this Agreement requested by Company. Timely payment shall be made within sixty (60) days of submittal of invoice to Company by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI
COVENANTS AND DUTIES

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

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

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

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

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

(e) Company shall timely and fully comply with all the terms and conditions of Article V of this Agreement.

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

(g) Company shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Company, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.

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

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

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

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

(l) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.

2. BEDC's Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. Compliance and Default. Failure by Company to timely comply with any performance requirement, duty, or covenant set forth in Article VIII shall be considered an Event of Default and shall relieve the BEDC of any Default and give the BEDC the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the BEDC.

ARTICLE VII
TERMINATION

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

(a) The written agreement of the Parties;

(b) Completion of the obligations of the Parties; or

(c) Default by Company, at the option of the BEDC.

ARTICLE VIII
DEFAULT/RECAPTURE

1. Company Events of Default (each, a "Default").

(a) Failure of Company to perform any term, covenant or agreement contained in Article V;

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

(c) Any judgment is assessed against Company or any attachment or other levy against the property of Company with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of ninety (90) days; or

(d) Company makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Company or any substantial part of its property, commences any action relating to Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Company any such action and such action remains undismissed or unanswered for a period of ninety (90) days from such filing, or Company by any act indicates its consent to or approval of any trustee of Company or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of ninety (90) days.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) Company's sole remedy under this Agreement is specific performance for BEDC's default of its obligations under Section IV of this Agreement, and only in the event Company is not in Default of this Agreement.

(b) In the event of a Default by the Company under subsections 1 (b), (c), or (d) under this Article prior to the Commencement of Construction, the BEDC shall have the right

to terminate this Agreement and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Company the Purchase Price paid for the Property less Closing Costs and $3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Company shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.

(c) In the event Company does not Commence Construction within one (1) year of the Effective Date of this Agreement, or longer if agreed to by the Parties, the BEDC shall have the right to terminate this Agreement, and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Company the Purchase Price paid for the Property less Closing Costs and $3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Company shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.

(d) In the event of Default after Commencement of Construction by the Company under subsection 1 (a) of this Article (i.e., failure to perform under Article V), the BEDC may terminate this Agreement and shall have no obligation to pay the Incentive Payment.

4. Limitation on Use of Funds & Property in the Event of Default.

Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the BEDC.

ARTICLE IX
MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The undersigned CEO or Board Chair of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

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

3. Representations and Warranties. The BEDC represents and warrants to Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with the prior written approval of the BEDC, which approval will not be unreasonably withheld or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the BEDC, unless agreed to in writing by the BEDC, which agreement will not be unreasonably withheld, including any required

indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

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

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

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

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the third business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) or Company State's Postal Service and addressed to the Party at the address set forth below:

If intended for BEDC:
Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602
gyoung@bastropedc.org

With a copy to:
Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2500 W. William Cannon Drive, Suite 609
Austin, TX 78745
cezech@rampagelaw.com

If to the Company:
TA Bastrop, LLC
Attention: Conrad Maziarczyk
3035 Jarrow Avenue
Mississauga, ON L4X 2C6
cmaz@technicaladhesives.com

With a copy to: Haynes and Boone, LLP
Attention: Jack P. Turano, III
1221 McKinney Street, Suite 4000
Houston, TX 77010
Jack.turano@haynesboone.com

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

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

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

(b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the Company.

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

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

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

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

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

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

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

14. Indemnification. **COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BASTROP ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NONPERFORMANCE BY COMPANY UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO COMPANY HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.**

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

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

[SIGNATURE PAGES FOLLOW]

Executed on this ____ day of _____, 2021.

TA BASTROP LLC

By:_____
Name: Conrad Maziarczyk
Title: Owner

STATE OF _____)
)
COUNTY OF _____)

This information was acknowledged before me on this _____ day of _____, 2021, by Conrad Maziarczyk for TA Bastrop LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of _____

_____
Notary's typed or printed name

_____
My commission expires

Executed on this ____ day of _____, 2021.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By:_____
Name: Genora Young
Title: Interim Executive Director

STATE OF TEXAS)
)
COUNTY OF BASTROP)

This information was acknowledged before me on this _____ day of _____, 2021, _____ for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said agency.

_____
Notary Public, State of _____

_____
Notary's typed or printed name

_____
My commission expires

APPROVED AS TO FORM:

By:_____
Charlie Zech, BEDC Counsel
DNRB&Z P.C.

EXHIBIT A

Commercial Contract – Unimproved Property

[SEE ATTACHED]

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8E

TITLE:
Consider action to approve Resolution No. R-2022-02 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, attached as Exhibit A; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
This City of Bastrop is in receipt of CDBG-MIT funding through a CDBG-MIT grant through the Texas General Land Office. As part of the grant requirements, the city must adopt a Federal Grant Procurement Policy, as attached.

This was brought to the City Council on December 14, 2021, as Resolution R-2021-118 but the resolution document in the packet was incorrect. This is a new resolution for this item.

FISCAL IMPACT:
N/A

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Resolution No. R-2022-02 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:
- Resolution 2022-02
- Federal Grant Procurement Policy

RESOLUTION NO. R-2022-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FEDERAL GRANT PROCUREMENT POLICY, ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Purchasing Policy includes adoption of federal procurement laws; and

WHEREAS, the City of Bastrop has been awarded a contract through the GLO CDBG-MIT program; and

WHEREAS, Federal Regulations require that with funding awards, the recipient adopt additional federal regulations that are not included in our current adopted Purchasing Policy; and

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

SECTION 1: The City Council hereby approves the Federal Grant Procurement Policy, which is attached as Exhibit A.

SECTION 2: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 11th day of January 2022.

CITY OF BASTROP, TEXAS

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

CITY OF BASTROP
FEDERAL GRANT PROCUREMENT POLICY

The City of Bastrop follows State of Texas and Federal 2CFR 200.318-200.327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses federal purchasing requirements as required by 2 CFR 200 pertaining to the expenditure of federal grant funds.

A. Standards of Conduct

Public employment is a public trust. It is the policy of the City of Bastrop to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City of Bastrop. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Bastrop procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with the City of Bastrop also observe the ethical standards prescribed herein.

Code of Ethics

1. Personal Gain. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City of Bastrop by any conduct inconsistent with the proper discharge of the employee's duties.
2. Influence. It shall be a breach of ethics to attempt to influence any public employee of the City of Bastrop to breach the standards of ethical conduct set forth in this code.
3. Conflicts of Interest. It shall be a breach of ethics for any employee of the City of Bastrop to participate directly or indirectly in procurement when the employee knows that:
    - **1)** the employee of any member of the employee's immediate family has a financial interest pertaining to the procurement.
    - **2)** a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
    - **3)** any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

4 Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of Bastrop, or for any employee or former employee of the City of Bastrop to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.

5 Kickbacks. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Bastrop, or any person associated therewith, as an inducement for the award of a subcontract or order.

6 Contract Clause. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

7 Confidential Information. It shall be a breach of ethics for any employee or former employee of the City of Bastrop knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

8 The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and condition of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

9 The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price.

10 (1) The Non-Federal entity may use a time-and-material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

11 The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Five Methods for Procuring with Federal Funds

2 CFR § 200.320 provides for five methods that must be used when making purchases with Federal funds. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the City of Bastrop affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchases
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

Micro-Purchases (Purchases up to $3,000.00)

Federal methods provide for procurement by *micro-purchase. Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The City of Bastrop utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of $3,000.00 if the price is reasonable. The program manager responsible for the Federal award determines if the price is reasonable.

Quotes are not required but encouraged. If quotes are obtained for items under $3,500.00, they should be kept in the department and attached to the requisition.

Small Purchase Procedures (Purchases between $3,000.01 and $149,999.99 in the Aggregate)

The Federal threshold for small purchase procedures is $150,000. 2 CFR § 200.320(b).

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than $149,999.99.

For purchases funded from ***local funds***, to obtain the most competitive price, the City of Bastrop, may, at its option, obtain price quotes for items costing less than $150,000. Unlike the mandatory competitive procurement described for purchases over $150,000, if an item to be paid from local funds costs less than $150,000, the City of Bastrop may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using ***State or Federal funds*** to purchase goods or services, *price or rate quotations **must** be obtained* from an adequate number of qualified sources for all purchases between $3,000.01 and $49,999.99 or use the competitive procurement process. The City of Bastrop must

obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote. Such price or rate quotations may be obtained orally and/or documented in writing, and the City of Bastrop must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

Purchases $150,000 or More in the Aggregate

According to Texas law, one of the following competitive methods must be used for purchases of $150,000 or more in the aggregate:

(1) competitive bidding for services other than construction services;
(2) competitive sealed proposals, for services other than construction services;
(3) a request for proposals, for services other than construction services;
(4) an interlocal contract;
(5) a method provided by Chapter 2269, Government Code, for construction services;
(6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
(7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below, when purchasing with Federal funds: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).
Sealed Bids (Formal Advertising)

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The City of Bastrop must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the City of Bastrop may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used

as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *State* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the Federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

In this case, the City of Bastrop must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the City of Bastrop will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms

The City of Bastrop will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above.

Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Cost/Price Analysis for Federal Procurements in Excess of $150,000

In accordance with the requirements in 2 CFR § 200.324, the City of Bastrop will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the City of Bastrop conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with Federal funds in excess of $150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the City of Bastrop will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.324(a).

Accordingly, the City of Bastrop performs a cost or price analysis in connection with every Federal procurement action in excess of $150,000, including contract modifications, as follows:

Cost Analysis ➔ Non-competitive Contracts: A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.

- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost* analysis, the City of Bastrop negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

Price Analysis ➔ Competitive Contracts: A *price* analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A price analysis can only be used with *competitive* contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

Federal awarding agency or pass-through entity review.

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the

specifications, with such review usually limited to the technical aspects of the proposed purchase.

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The Non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract Administration

The City of Bastrop maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the Federal award is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor's work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the City of Bastrop, the City of Bastrop uses the following guidelines to determine whether each agreement it makes for the disbursement of Federal funds is a *contract,* whereby funds are awarded to a *contractor*, or a *subaward,* whereby funds are awarded to a *subrecipient*. The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.

Subawards/Subgrants

A *subaward/subgrant* is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The City of Bastrop determines who is eligible to receive what Federal assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable Federal program requirements, and
- In accordance with the subgrant agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the City of Bastrop.

Contracts

A *contract* is for the purpose of obtaining goods or services for the City of Bastrop 's own use and creates a procurement relationship with the contractor.

A *contractor*:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the Federal program, and
- Is not subject to compliance requirements of the Federal program as a result of the contract, though similar requirements may apply for other reasons

Documentation for Contracts

The City of Bastrop maintains the following written documentation, at a minimum, for each contract paid with Federal funds:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement

4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
5. Documentation that the contractor was not paid before services were performed, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

Payment Only After Services Are Performed

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered "lending credit" to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an *invoice* to the City of Bastrop that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the City of Bastrop will designate the appropriate staff to verify that the quantity and quality of goods were as specified

in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases.

If the purpose of the contract is to purchase services, the contract manager along with the County Judge/City Mayor will verify that the quality and scope of services were received as specified in the contract.

Prompt Payment to Vendors/Contractors

The City of Bastrop pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the *Texas Prompt Payment Act*. *Government Code, Chapter 2251, Subchapter A, for all contractors, and Property Code, Chapter 28 for Construction Contractors.*

Suspension and Debarment

The City of Bastrop will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- Contractors: All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ('SAM') to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: https://sam.gov/SAM/pages/public/searchRecords/search.jsf.
- Subcontractors: Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8F

TITLE:
Consider action to approve Resolution No. R-2022-01 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the 2021 State Homeland Security Program (SHSP) Terrorism grant for a Regional Law Enforcement Surveillance Trailer at a total cost of forty-nine thousand nine-hundred fifty dollars ($49,950) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Clint Nagy, Chief of Police

BACKGROUND/HISTORY:
Protecting, deterring, and identifying are the keys to preventing a terror attack. A Regional Law Enforcement Surveillance Trailer (LEST) is ideal for deployment at special events, fairs, sporting events, concerts, or any space in which a terrorist attack could occur. The City of Bastrop alone has more than fifteen (15) special events that individually bring thousands of persons to the City of Bastrop each year. The City of Bastrop has numerous places and events that could be targeted for an attack.

These targets include electric, water, and wastewater infrastructure, a thriving historic downtown Main Street and special event venues to include fairgrounds and a convention center. Lastly, there are six (6) schools within the city, and countywide, there are fourteen (14).

The LEST is a specialty designed trailer that can be immediately deployed to meet any surveillance requirement at any terrorist situation. The LEST is equipped with high tech cameras that are attached to an extendable boom to gain a bird's eye view of the surrounding area.

Furthermore, these cameras can be watched from any distance away from the LEST and recorded after for after-the-fact review. This would provide a safe and secure environment for receiving real-time information and conducting strategic planning.

The LEST can be towed by a small SUV or car. It has its own power source and can be moved from one strategic location to the next.

Bastrop County and the cities of Bastrop, Elgin, and Smithville do not currently own a LEST. State-owned LESTs that may be available for a response are not permanently assigned in Bastrop County. This is a deficiency in our current response plan.

If awarded the grant, the City of Bastrop would store and maintain the LEST. The LEST would be available for a countywide response to all incidents.

FISCAL IMPACT:
This project is completely grant funded and has no adverse impact to the City's budget.

RECOMMENDATION:
Clint Nagy, Chief of Police, recommends approval of Resolution No. R-2021-12 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the 2021 State Homeland Security Program (SHSP) Terrorism grant for a Regional Law Enforcement Surveillance Trailer at a total cost of forty-nine thousand nine-hundred fifty dollars ($49,950) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the Grantee's Authorized Official; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Photos of Law Enforcement Surveillance Trailer on PowerPoint.



RESOLUTION NO. R-2022-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FROM THE 2021 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FOR A REGIONAL LAW ENFORCEMENT SURVEILLANCE TRAILER AT A COST OF FORTY-NINE THOUSAND NINE-HUNDRED FIFTY DOLLARS ($49,950) WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the 2022 State Homeland Security Program (SHSP) Grant Program for a Regional Law Enforcement Surveillance Trailer at a total cost of forty-nine thousand nine-hundred and fifty dollars ($49,950) with no matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the 2021 State Homeland Security Program (SHSP) Grant, the City of Bastrop City Council assures that the funds will be returned to the State Homeland Security Program (SHSP) Grant in full; and

WHEREAS, the City of Bastrop designates Chief of Police Clint Nagy as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the 2022 State Homeland Security Program (SHSP) Grant for a Regional Law Enforcement Surveillance Trailer.

Section 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Project Summary

This project will improve and will allow operational coordination in the City of Bastrop and throughout Bastrop County to prevent terrorism and respond to terrorism by providing a Regional Law Enforcement Security Trailer. Protecting, deterring, and identifying are the keys to preventing a terror attack. LEST is ideal for deployment at special events, fairs, sporting events, concerts, or any space in which a terrorist attack could occur. The City of Bastrop alone has more than fifteen (15) special events that individually bring thousands of persons to the City of Bastrop occur each year. The City of Bastrop has numerous places and events that could be targeted for an attack. These targets include electric, water, and wastewater infrastructure, a thriving historic downtown Main Street and special event venues to include fairgrounds and a convention center. There are six (6) schools within the city, and countywide, there are fourteen (14). Lastly, there are approximately forty-two (42) places of worship, a Federal Correctional Institution, and a Texas Army National Guard training center in Bastrop County.

This resource is not currently owned by Bastrop County or any of the municipalities within Bastrop County. The City of Bastrop is requesting forty-nine thousand nine-hundred and fifty dollars ($ 49,950.00) for the purchase of the LEST. The LEST will be stored and maintained by the City of Bastrop. However, it may be utilized by Bastrop County, Bastrop County Emergency Management, Bastrop Independent School District, the City of Elgin, and the City of Smithville.

Problem Statement

This project will improve the prevention, protection, and response coordination in a response to terrorism related threats and hazards identified in the 2019 Threat and Hazard Identification and Risk Assessment (THIRA). Terrorist activity could come in a variety of methods such as an active shooter, bomb threats / explosions, or hazardous materials release.

Existing Capability Levels

The City of Bastrop has trained personnel within all of the City Departments. Each of these personnel has received the appropriate level of Incident Command System (ICS) and National Incident Management System (NIMS) for their assigned positions. The City of Bastrop has developed “Readiness Level” procedures for how city departments will plan and respond to all types of events that may impact the City of Bastrop.

Capability Gaps

This project will assist in addressing the need in the Stakeholder Preparedness Review- “Operational Coordination” core capability (pg. 10-12), by targeting the “Response.” The LEST will also serve as a critical resource to the Incident Commander by providing a 24-7 real-time and after-the-fact review of video from numerous angles to include high definition, overhead, and zoom.

Impact Statement

This project will enhance the prevention and operational coordination and response to acts of terrorism and major criminal acts by allowing the ICP to operate proactively and remotely. The LEST can be utilized in two major ways. First, the LEST can be placed where there has been a threat as a preemptive strike. A clear example is a threat of violence at a church or school. The LEST's very presence may deter an attack, and if an attack occurred, the recorded camera system should provide valuable documented evidence. Lastly, once an incident has occurred, once safe, the area could be monitored 24-7 by law enforcement, providing constant insight. The LEST will be available to the Bastrop County Office of Emergency Management, the Bastrop County Sheriff's Office, the Bastrop Independent School District Police Department, the Elgin Police Department, and the Smithville Police Department.

Homeland Security Priority Action

Texas Homeland Security Strategic Plan-Respond 4.1: Maximize response capabilities by enhancing statewide regional response resources and the state and regional mutual aid network.

Target Group

The agencies that will utilize the LEST will be the City of Bastrop, Bastrop County, the Bastrop Independent School District, the City of Elgin, and the City of Smithville. These agencies respond to and protect approximately 97,000 citizens in Bastrop County. The Bastrop ISD has fifteen schools with 11,500 students and 1300 staff members. Bastrop ISD encompasses 450 square miles within their district. The City of Elgin contains one campus of higher education. Lastly, there are approximately 42 places of worship, a Federal Correctional Institution, and a Texas Army National Guard training center in Bastrop County.

Long-Term Approach

Support for purchasing the LEST is solely dependent on this grant. Long-term maintenance cost will be provided by the City of Bastrop and Memorandums of Understanding will be executed with Bastrop County, the City of Elgin, the City of Smithville, and the Bastrop Independent School District.

Bastrop Police Department

Homeland Security Grant 2022

Police Chief Clint Nagy

January 11th, 2022

- Requesting a Regional Law Enforcement Surveillance Trailer

- Easily deployed as needed, such as near critical infrastructure or special events

- $49,950 with no matching funds from the city





BASTROPTX
Heart of the Lost Pines
Est. 1832

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8G

TITLE:
Consider action to approve the second reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On June 22, 2021 City Council approved a Development Agreement with Bastrop Colorado Bend, LLC for approximately 546 acres to be developed for mixed commercial to include multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas.

On October 21, 2021, the City of Bastrop received an application from Bastrop Colorado Bend, LLC a request for exemption of a Media Production Development Zone. This exemption would exempt certain items from the sales and use tax as provided by Section 151.3415 of the Tax Code. The Government Code Chapter 485A establishes the rules regarding a Media Production Development Zone.

The Media Production Development Zone Act (MPDZ) was established in 2009 and administered by the Texas Film Commission. It is designed to encourage the further development of permanent moving image production sites to help strengthen Texas' economy. MPDZ allows for a sales and use tax exemption for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location over a two year period. Media production facilities include but are not limited to: animation/CGI studios, post production facilities, sound stages, video game development studios, and production office spaces.

In order for Bastrop Colorado Bend, LLC's (the requestor) application to be considered for consideration and approval, the City of Bastrop must take several actions. The first is to designate an area within the city's jurisdiction (which includes territory in the extraterritorial jurisdiction) as a Media Production Development Zone. This zone is only approved for a maximum of five years. The second is to nominate a location within the Media Production Development Zone. This location would be the applicant's property location. Both actions must be done through Ordinance. The third is to submit an application to the Texas Film Commission on behalf of the requestor.

The requestor contracted a third party to conduct an Economic Impact Study on August 30, 2021. The study concentrated on the two-year construction/development of Phase 1 and the first 10 years of production activity facilitated by these structures. The below chart is taken from the report

and reflects the cost and benefits over the next 12 years. The highlighted line is the estimate of what the exemption created by the MPDZ would be over the next 12 years. The exemption is only approved for a two year period.

Table 15. City of Bastrop: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
Sales Taxes	$3,805,405
Sales Tax Exemption on MPDZ Eligible Materials	($121,332)
Real Property Taxes	$1,454,315
FF&E Property Taxes	$0
Inventory Property Taxes	$0
New Residential Property Taxes	$63,240
Utility Revenue	$3,632,787
Utility Franchise Fees	$267,878
Building Permits and Fees	$150,000
Tap and Impact Fees	$280,000
Hotel Occupancy Taxes	$1,623,986
Miscellaneous Taxes & User Fees	$1,080,943
Subtotal Benefits	$12,237,222
Cost of Providing Municipal Services	($1,459,947)
Cost of Providing Utility Services	($3,534,702)
Subtotal Costs	($4,994,649)
Net Benefits	$7,242,572
Present Value (5% discount rate)	*$5,161,445*

FISCAL IMPACT:
The City of Bastrop could see a loss in sales tax on items purchased within our jurisdiction that qualify for the exemption.

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:

- Ordinance No. 2021-20
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

ORDINANCE NO. 2021-20

DESIGNATION OF MEDIA PRODUCTION DEVELOPMENT ZONE #1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, DESIGNATING AND RECOGNIZING AN AREA, THAT BEING APPROXIMATELY 546 ACRES LOCATED AT 1240 LOVER'S LANE, IN THE EXTRATERRITORIAL JURISDICTION OF BASTROP, TEXAS, AS A MEDIA PRODUCTION DEVELOPMENT ZONE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Government Code Chapter 485A (the "Act") allows for the designation of media production development zones in the State of Texas to maintain, strengthen, and promote the media production industry in Texas; and

WHEREAS, the Act provides that persons certified by the Texas Film Commission of the Office of the Governor of Texas may receive a two-year exemption from sales and use taxes on items used for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location and the building housing that facility, as well as on items used to equip such a media production facility; and

WHEREAS, the Act authorizes the governing body of a municipality to designate and recognize a media production development zone under conditions outlined in the Act; and

WHEREAS, Authorized Business Representative, Alton Butler, CEO/Owner of Bastrop Colorado Bend, LLC (the "Requestor"), is the title holder of real property upon with a media production location is proposed, that being approximately 546 acres at 1240 Lovers Lane (the "Area), which is located in the extraterritorial jurisdiction of the City of Bastrop (described in Exhibit "A"); and

WHEREAS, Requestor has applied seeking designation of the Area as Media Production Development Zone (see Exhibit "B"); and

WHEREAS, the Owner has submitted information to the City of Bastrop, Texas (the "City") that describes plans for Phase 1 of the Project (approximately 324 of the 546 acres) to include a media production facility consisting of approximately 6 studios, an office building, warehouse / mill shop, and supporting roadways, utilities, and infrastructure (the "Project"); and

WHEREAS, based on the information submitted to the City, including an Economic Impact Analysis, the City Council of the City of Bastrop, Texas (the "City Council") finds that the Project is reasonably anticipated to have a positive economic

impact on the community in the form of increased property tax valuations, a significant number of new jobs, and considerable regional financial investments and local spending (see Exhibit “C”); and

WHEREAS, the City Council concludes that the Area is in the City’s extraterritorial jurisdiction, which is located in a metropolitan statistical area, the principal municipality of which has a population of more than 250,000; and has the adequate workforce, infrastructure, facilities, or resources to support the production and completion of moving image projects; and

WHEREAS, having reviewed the material submitted by to the City by the Requestor, the City Council determines that the Requestor has the ability to complete the Project within 18 months, and that the Area will be improved, renovated, or exclusively used to build or construct a media production facility; and

WHEREAS, the City Council determines that the proposed financial incentives related to the designation of the Area as a media production development zone are in the best interests of the City and the State of Texas; and

WHEREAS, the City Council has entered into a Chapter 380 Economic Development Agreement with Bastrop Colorado Bend, LLC, providing certain local financial incentives to the Requestor for the Project, including a partial Property Tax Reimbursement, a partial Sales Tax Reimbursement, a Rollback Tax Reimbursement, and certain Administrative Fee Waivers (see Exhibit “D”); and

WHEREAS, the City Council seeks to encourage the development of media production businesses in the City by designating and recognizing the Area as a media production development zone in accordance with the Act; and

WHEREAS, the City Council concludes that the Requestor’s application, the Area, and the Project meet the criteria for recognition as a media production development zone.

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

SECTION 1. LEGISLATIVE FINDINGS

The City Council hereby deems the foregoing recitals above to be true and accurate legislative findings that are incorporated into this Ordinance for all purposes.

SECTION 2. DESIGNATION OF MPDZ #1

The City Council hereby designates and recognizes the Area compromising the real property described on Exhibit “A” (attached) as *Media Production Development Zone Number One.*

SECTION 3. DESIGNATION OF REPRESENTATIVE

The City Council hereby designates the City Manager to serve as the representative of the City for purposes of the Project, and authorizes the City Manager to execute all documentation on behalf of the City that the City Manager deems necessary to effectuate the purposes of this Ordinance, including (but not limited to) an application to the Texas Film Commission for exemptions pursuant to the Act.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and be in full force and effect after its adoption.

SECTION 6. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on this, the 14th day of December 2021.

READ & ADOPTED on the Second Reading on this, the 11th day of January 2022.

CITY OF BASTROP, TEXAS:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

TABLE OF EXHIBITS

A. Application: Media Production Development Zone – Request for Exemption Form.

B. Description of the Area: 545 acres at 1240 Lovers Lane located in the extraterritorial jurisdiction of the City of Bastrop, Texas (324 of which is Phase 1).

C. Economic Impact Analysis: A Report of the Economic Impact of Line 204 Movie Studio Phase 1 in Bastrop, TX (August 30, 2021).

D. Chapter 380 Agreement: Local Financial Incentives

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8H

TITLE:
Consider action to approve the second reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On June 22, 2021 City Council approved a Development Agreement with Bastrop Colorado Bend, LLC for approximately 546 acres to be developed for mixed commercial to include multi-faceted film studio, lodging, restaurants, event space, recreational facilities, parks and greenbelt areas.

On October 21, 2021, the City of Bastrop received an application from Bastrop Colorado Bend, LLC a request for exemption of a Media Production Development Zone. This exemption would exempt certain items from the sales and use tax as provided by Section 151.3415 of the Tax Code. The Government Code Chapter 485A establishes the rules regarding a Media Production Development Zone.

The Media Production Development Zone Act (MPDZ) was established in 2009 and administered by the Texas Film Commission. It is designed to encourage the further development of permanent moving image production sites to help strengthen Texas' economy. MPDZ allows for a sales and use tax exemption for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location over a two year period. Media production facilities include but are not limited to: animation/CGI studios, post production facilities, sound stages, video game development studios, and production office spaces.

In order for Bastrop Colorado Bend, LLC's (the requestor) application to be considered for consideration and approval, the City of Bastrop must take several actions. The first is to designate an area within the city's jurisdiction (which includes territory in the extraterritorial jurisdiction) as a Media Production Development Zone. This zone is only approved for a maximum of five years. The second is to nominate a location within the Media Production Development Zone. This location would be the applicant's property location. Both actions must be done through Ordinance. The third is to submit an application to the Texas Film Commission on behalf of the requestor.

The requestor contracted a third party to conduct an Economic Impact Study on August 30, 2021. The study concentrated on the two-year construction/development of Phase 1 and the first 10

years of production activity facilitated by these structures. The below chart is taken from the report and reflects the cost and benefits over the next 12 years. The highlighted line is the estimate of what the exemption created by the MPDZ would be over the next 12 years. The exemption is only approved for a two-year period.

Table 15. City of Bastrop: Benefits, Costs, and Net Benefits Over the Next 12 Years

	Amount
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Utility Revenue	$3,632,787
Utility Franchise Fees	$267,878
Building Permits and Fees	$150,000
Tap and Impact Fees	$280,000
Hotel Occupancy Taxes	$1,623,986
Miscellaneous Taxes & User Fees	$1,080,943
Subtotal Benefits	$12,237,222
Cost of Providing Municipal Services	($1,459,947)
Cost of Providing Utility Services	($3,534,702)
Subtotal Costs	($4,994,649)
Net Benefits	$7,242,572
Present Value (5% discount rate)	*$5,161,445*

FISCAL IMPACT:
The City of Bastrop could see a loss in sales tax on items purchased within our jurisdiction that qualify for the exemption.

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:

- Ordinance No. 2021-19
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

ORDINANCE NO. R-2021-19

NOMINATION OF MEDIA PRODUCTION DEVELOPMENT ZONE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, NOMINATING AN AREA, THAT BEING APPROXIMATELY 546 ACRES LOCATED AT 1240 LOVER'S LANE, IN THE EXTRATERRITORIAL JURISDICTION OF BASTROP, TEXAS, FOR STATE OF TEXAS DESIGNATION AS A MEDIA PRODUCTION DEVELOPMENT ZONE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Government Code Chapter 485A (the "Act") allows for the designation of media production development zones in the State of Texas to maintain, strengthen, and promote the media production industry in Texas; and

WHEREAS, the Act provides that persons certified by the Texas Film Commission of the Office of the Governor of Texas may receive a two-year exemption from sales and use taxes on items used for the construction, maintenance, expansion, improvement, or renovation of a media production facility at a qualified media production location and the building housing that facility, as well as on items used to equip such a media production facility; and

WHEREAS, the Act authorizes the governing body of a municipality to designate and recognize a media production development zone under conditions outlined in the Act; and

WHEREAS, Authorized Business Representative, Alton Butler, CEO/Owner of Bastrop Colorado Bend, LLC (the "Requestor"), is the title holder of real property upon with a media production location is proposed, that being approximately 546 acres at 1240 Lovers Lane (the "Area), which is located in the extraterritorial jurisdiction of the City of Bastrop (described in Exhibit "A"); and

WHEREAS, Requestor has applied seeking designation of the Area as Media Production Development Zone (see Exhibit "B"); and

WHEREAS, the Owner has submitted information to the City of Bastrop, Texas (the "City") that describes plans for Phase 1 of the Project (approximately 324 of the 546 acres) to include a media production facility consisting of approximately 6 studios, an office building, warehouse / mill shop, and supporting roadways, utilities, and infrastructure (the "Project"); and

WHEREAS, based on the information submitted to the City, including an Economic Impact Analysis, the City Council of the City of Bastrop, Texas (the "City Council") finds that the Project is reasonably anticipated to have a positive economic

impact on the community in the form of increased property tax valuations, a significant number of new jobs, and considerable regional financial investments and local spending (see Exhibit “C”); and

WHEREAS, the City Council concludes that the Area is in the City’s extraterritorial jurisdiction, which is located in a metropolitan statistical area, the principal municipality of which has a population of more than 250,000; and has the adequate workforce, infrastructure, facilities, or resources to support the production and completion of moving image projects; and

WHEREAS, having reviewed the material submitted by to the City by the Requestor, the City Council determines that the Requestor has the ability to complete the Project within 18 months, and that the Area will be improved, renovated, or exclusively used to build or construct a media production facility; and

WHEREAS, the City Council determines that the proposed financial incentives related to the designation of the Area as a media production development zone are in the best interests of the City and the State of Texas; and

WHEREAS, the City Council has entered into a Chapter 380 Economic Development Agreement with Bastrop Colorado Bend, LLC, providing certain local financial incentives to the Requestor for the Project, including a partial Property Tax Reimbursement, a partial Sales Tax Reimbursement, a Rollback Tax Reimbursement, and certain Administrative Fee Waivers (see Exhibit “D”); and

WHEREAS, the City Council seeks to encourage the development of media production businesses in the City by nominating the Area for designation by the State of Texas as a media production development zone in accordance with the Act; and

WHEREAS, the City Council concludes that the Requestor’s application, the Area, and the Project meet the criteria for recognition as a media production development zone.

WHEREAS, the City Council has adopted Ordinance No. 2021- 20 recognizing and designating the Area as “Media Production Development Zone Number One”; and

WHEREAS, the City Council seeks to encourage the development of media production businesses in the City by nominating the Area as a qualified media production location in accordance with the Act.

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

SECTION 1. LEGISLATIVE FINDINGS

The City Council hereby deems the foregoing recitals above to be true and accurate legislative findings that are incorporated into this Ordinance for all purposes.

SECTION 2. NOMINATION

The City Council hereby nominates the Area compromising the real property described on Exhibit "A" (attached) for designation by the Texas Film Commission as a media production development zone.

SECTION 3. DESIGNATION OF REPRESENTATIVE

That the City Council hereby designates the City Manager to serve as the representative of the City for purposes of the Project, and authorizes the City Manager to execute all documentation on behalf of the City that the City Manager deems necessary to effectuate the purposes of this Ordinance, including (but not limited to) an application for exemptions pursuant to the Act.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and be in full force and effect after its adoption.

SECTION 6. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ & APPROVED on First Reading on this, the 14th day of December 2021.

READ & ADOPTED on the Second Reading on this, the 11th day of January 2021.

CITY OF BASTROP, TEXAS:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

TABLE OF EXHIBITS

A. Application: Media Production Development Zone – Request for Exemption Form.

B. Description of the Area: 545 acres at 1240 Lovers Lane located in the extraterritorial jurisdiction of the City of Bastrop, Texas (324 of which is Phase 1).

C. Economic Impact Analysis: A Report of the Economic Impact of Line 204 Movie Studio Phase 1 in Bastrop, TX (August 30, 2021).

D. Chapter 380 Agreement: Local Financial Incentives

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 8I

TITLE:
Consider action to approve the second reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The FY2022 budget was approved by City Council on September 21, 2021. Since that approval, the City has finalized the ending balances for FY2021 and need to establish carry-over amounts for projects and make miscellaneous corrects found after adoption.

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:
Various – See Ordinance Exhibit A

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

ATTACHMENTS:
- Ordinance 2021-21
- Exhibit A
- All Funds Summary FY2022 – updated to reflect proposed amendments

ORDINANCE NO. 2021-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE, AND MOVE TO INCLUDE ON THE JANUARY 11, 2022, CITY COUNCIL AGENDA FOR A SECOND READING

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2022; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2022, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2022.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 14th day of December 2021.

READ and ADOPTED on Second Reading on the 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Budget Amendment #1: General Fund-Library Expenditures

FY 2022 Budget Book (Page 158)	
Original Budget	$ 677,500
Travel & Training (101-21-00-5605)	$ 4,100
New Total Expenditure	**$ 681,600**

The library director submitted a request for $4,150 travel and training budget but there was an error and only $50 was appropriated. This budget amendment increases this line item using available fund balance.

Budget Amendment #2: General Fund-Organizational Expenditures

FY 2022 Budget Book (Page 115)	
Original Budget	$1,730,628
Transfer Out (101-02-00-8130)	$ 21,500
New Total Expenditure	**$1,752,128**

The purchase of a server for the library was initiated during FY2021. This was being funded out of available funds within the library budget. The order was not received prior to 9/30/2021. This is to appropriate the transfer from the General Fund to the Vehicle/Equipment Replacement Fund (VERF) from available fund balance in General Fund. The server will be purchased out of the VERF fund.

Budget Amendment #3: General Fund-City Manager Expenditures

FY 2022 Budget Book (Page 117)	
Original Budget	$ 594,533
Operational Salary (101-03-00-5101)	$ 4,235
Social Security (101-03-00-5150)	$ 290
Retirement (101-03-00-5151)	$ 500
Group Insurance (101-03-00-8130)	$ 8,830
New Total Expenditure	**$ 608,388**

This budget amendment is needed to reflect City Council approval of R-2021-83 on August 10, 2021, amending the City Mangers Employment Agreement. These amendments were not reflected in the approved budget. This will be funded out of available fund balance.

Budget Amendment #4: General Fund – Fire Department

This budget amendment is explained in the memo from the Fire Chief attached to this agenda item.

This requested change increases the number of budgeted FTEs for the General Fund by one position.

Budget Amendment #5: Vehicle/Equip Replacement Fund

FY 2022 Budget Book (Page 89)

Original Budget	$ 1,231,430
Capital Outlay (380-00-00-6000)	$ 21,500
New Total Revenue	**$1,252,930**

To cover the carryover transfer discussed in Budget Amendment #2.

Budget Amendment #6: Water/Wastewater Operating Fund Expenditures

FY 2022 Budget Book (Page 161)

Original Budget	$ 7,442,749
Capital Outlay (202-35-41-6000)	$ 171,000
New Total Expenditure	**$ 7,613,749**

This amendment is a carryover of the available fund balance from FY2021 to construct the 16" water line on FM20 for West Bastrop Village. You will notice on page 161 of the budget this amount was in the FY2021 estimated column but did not have any costs until after September 30, 2021.

Budget Amendment #7: 2018 CO Bond Expenditures

FY 2022 Budget Book (Page 105)

Original Budget	$ -0-
Capital Outlay (726-00-00-6000)	$ 655,500
New Total Expenditure	**$ 655,500**

The fund balance available in this bond fund was originally earmarked for the Old Iron Bridge. This was overlooked in the FY2022 budget process to not appropriate what is available to be poised for a match if any grant opportunities should come available.

Budget Amendment #8: Bastrop Power & Light Fund

FY 2022 Budget Book (Page 76)

Original Budget	$ 6,803,905
Extension Fees (404-00-00-4312)	$ 73,734
New Total Revenue	**$ 6,877,639**

The proceeds need to be applied to the following account:

FY 2022 Budget Book (Page 78)

Original Budget	$ 7,495,049

Line Extensions (404-60-00-6099)	$ 73,734
New Total Expenditure	**$7,568,783**

This budget amendment is a carryover from FY2021. This fund received a large line extension payment at the end of FY2021, but all costs associated with providing that line extension would have been expensed in FY2022. This amendment is a carryover of that revenue and an increase to the expense line item. There is no impact on the fund balance of this fund.

Budget Amendment #9: Grant Fund

FY 2022 Budget Book

Original Budget	$ 100,000
Grant Revenue (801-00-00-4500)	$ 12,350
Grant Revenue (801-00-00-4500)	$ 242,925
Grant Revenue (801-00-00-4500)	$ 12,960
Grant Revenue (801-00-00-4500)	$ 1,700,000
New Total Revenue	**$ 2,068,235**

The proceeds need to be applied to the following account:

FY 2022 Budget Book

Original Budget	$ 100,000
PW Detention Pond (801-00-00-6113)	$ 242,925
Agnus St Ext (801-00-00-6000)	$ 1,700,000
LCRA Grant (801-00-00-6000)	$ 12,960
JAG Grant (801-00-00-5517)	$ 12,350
New Total Expenditure	**$ 2,068,235**

This fund is not represented separately in the budget book (oversight). The totals are included in the Special Revenue column on the All Funds Summary. We have received several awards since the FY2022 budget was approved listed below:

- $12,350 from the Justice Assistance Grant Program for body-worn cameras
- $12,960 from LCRA Community Development Partnership Program for a mechanical CPR device
- $242,925 approved pump station for Public Works Detention Pond – Federal portion
- $1,700,000 partial GLO-CDBG-MIT funding for design and land acquisition

Budget Amendment #10: Revenue Bond 2020 Expenditures

FY 2022 Budget Book (Page 106)

Original Budget	$ 8,343,830
XS Water Plant (262-35-00-6325)	$ 813,733
New Total Expenditure	**$ 9,157,563**

This budget amendment is a carryover from FY2021. The ending fund balance was greater than originally projected. This will appropriate all funds available for capital projects.

Budget Amendment #11: Economic Development Corp. Expenditures

FY 2022 Budget Book (Page 99)

Original Budget	$ 5,296,378
Bus Industrial Park Improv (601-70-00-6711)	$ 715,500
New Total Expenditure	**$ 6,011,878**

The Economic Development Corporation (EDC) has requested a budget amendment with R-2021-108 approving expenditures not to exceed one million ($1,000,000). These expenditures are for a specific infrastructure project in the Bastrop Business and Industrial Park. The EDC has approximately $284,500 left in the CO, Series 2013. This budget amendment appropriates the additional amount needed from available fund balance.

ALL FUND SUMMARY FY 2022

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	$ 6,194,200	$ 189,672	$ 2,329,717	$ 4,442,130	$ 5,755,994	$ 3,081,727	$ 47,000,060	$ 3,090,557	$ 5,249,159	$ 77,333,216
REVENUES:										
AD VALOREM TAXES	4,418,537	2,432,572		-	-	-	-			6,851,109
SALES TAXES	6,671,097			-	-	-	-		3,331,500	10,002,597
FRANCHISE & OTHER TAXES	541,100		1,981,350	24,000	-	-	-			2,546,450
LICENSES & PERMITS	1,846,230		-	-	-	-	-			1,846,230
CHARGES FOR SERVICES	796,100		159,000	5,174,204	6,927,080	6,847,639	-	501,809	15,870	20,421,702
FINES & FORFEITURES	299,000			14,000	-	-	-			313,000
INTEREST	30,000	10,000	20,000	21,200	37,906	30,000	23,150	13,000	15,000	200,256
INTERGOVERNMENTAL	69,804	275,059	66,554	1,968,235	-	-	1,464,558			3,844,210
OTHER	40,000		-	144,133	6,500	-	1,365		1,712,044	1,904,042
TOTAL REVENUES	14,711,868	2,717,631	2,226,904	7,345,772	6,971,486	6,877,639	1,489,073	514,809	5,074,414	47,929,596
OTHER SOURCES										
Other Financing Sources	-						-			-
Interfund Transfers	770,000	640,512	-	-	4,087,529	-	445,500	1,045,427		6,988,968
TOTAL REVENUE & OTHER SOURCES	15,481,868	3,358,143	2,226,904	7,345,772	11,059,015	6,877,639	1,934,573	1,560,236	5,074,414	54,918,564
TOTAL AVAILABLE RESOURCES	$ 21,676,068	$ 3,547,815	$ 4,556,621	$ 11,787,902	$ 16,815,009	$ 9,959,366	$ 48,934,633	$ 4,650,793	$ 10,323,573	$ 132,251,780
EXPENDITURES:										
GENERAL GOVERNMENT	5,664,996			27,600	-	-	683,500			6,376,096
PUBLIC SAFETY	5,259,353			62,850	-	-	72,000			5,394,203
DEVELOPMENT SERVICES	1,540,086			-	-	-	-			1,540,086
COMMUNITY SERVICES	2,368,882		-	390,607	-	-	-			2,759,489
UTILITIES				99,950	4,178,469	6,175,061	-			10,453,480
DEBT SERVICE		3,494,221		-	3,992,281	171,072	-		483,456	8,141,030
ECONOMIC DEVELOPMENT			2,235,171	-	-	-	299,450		3,159,722	5,694,343
CAPITAL OUTLAY				2,525,885	473,500	383,250	46,745,063	1,252,930	2,368,700	53,749,328
TOTAL EXPENDITURES	14,833,317	3,494,221	2,235,171	3,106,892	8,644,250	6,729,383	47,800,013	1,252,930	6,011,878	94,108,055
OTHER USES										
Interfund Transfers	1,318,027	-	545,702	979,017	3,314,280	839,400	14,043	-	-	7,010,468
TOTAL EXPENDITURE & OTHER USES	16,151,344	3,494,221	2,780,873	4,085,909	11,958,530	7,568,783	47,814,056	1,252,930	6,011,878	101,118,523
ENDING FUND BALANCES	$ 5,524,724	$ 53,594	$ 1,775,748	$ 7,701,993	$ 4,856,479	$ 2,390,583	$ 1,120,577	$ 3,397,863	$ 4,311,695	$ 31,133,257

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 9A

TITLE:
Consider action to approve a Letter of Intent between the Emile Multicultural Center/Recreation Complex, Bastrop Independent School District, and City of Bastrop to establish a partnership toward the acquisition, construction, and operation of a community facility that will provide both cultural and recreational benefits to the Bastrop area.

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:
The City of Bastrop has been approached by the Emile Multicultural Center/Recreation Complex, a non-profit corporation, for assistance in developing a facility that would honor the legacy of the former Emile High School and provide cultural and recreational benefits to the Bastrop community. The proposed location is in the area of the former Emile High School.

The Non-Profit's Mission Statement reads as follows:

The Emile Multicultural Center/Recreation Complex will construct a Historic/Recreation Site to educate others of all the contributions made by students, teachers and principals of Emile High School during the 77 years of existence, and to serve as a catalyst to bring the community together.

The stated Goals are:

- *Build a Historic/Recreation Site by the end of 2024*
- *Acknowledge contributions made by students, teachers and principals of Emile High School from 1892 to 1969*
- *Promote good health and the spirit of UNITY by connecting communities through History and Recreational activities*
- *Introduce Progressive Thinking and Embrace Differences*
- *Secure the National Historic Designation for the Site*

The Non-Profit has engaged the services of an architect who has developed preliminary schematics of the proposed facility. As currently envisioned, the project would consist of a 42,000 square foot recreation center, including space for three courts, classrooms, office space, and a multicultural museum. The proposed location is currently owned by the Bastrop Independent School District (BISD), who leases the property to the Bastrop Youth Soccer Organization (BYSO).

The Non-Profit is anxious to begin fund-raising efforts, and believes it is important to provide assurance to potential donors that the property is available for use of the project. The Letter of

Intent is structured so as to provide a reasonable amount of assurance to the public that the City of Bastrop and the BISD see the value in the project and intend to work towards the project's success. This includes the stated intention for the City and BISD to swap land so that the City ultimately owns the approximate 20 acres identified for the project, generally bounded by Pine Street, MLK, Highway 95, and Emile Elementary. In exchange, the BISD would own the 25 acres currently owned by the City on Lover's Lane. BISD would be able to continue their relationship with the BYSO at that location.

The Non-Profit has also been clear in their expectations of the City of Bastrop. An objective is for the city to work with their architect to develop a design that works with the site and complies with city development requirements, and to ultimately construct, operate, and own the facility.

There have been two meetings so far with the architect, and those meetings have been productive. Assistant City Manager Trey Job has made suggestions for the orientation of buildings, proposed soccer field, and parking so that traffic and drainage concerns can be effectively addressed.

Traffic in the area is currently a concern, especially associated with drop off and pick up traffic at Emile elementary. We've discussed a plan that would be consistent with our development standards, provide adequate ingress and egress to the project, and provide needed traffic circulation improvements in the area.

Prior to learning of the Non-Profit's existence, the City had included a "New Recreation Center Building" in the capital improvements plan "that would be informed by an updated Parks Master Plan". The City has also developed a fiscal forecast that assumes a bond election in November 2023 that would provide funding, including for major street reconstruction, beginning in FY 2024.

The draft LOI suggests that the City take responsibility for the roadway improvements associated with the project, those improvements being funded in the proposed bond election. These would be roadway improvements that would improve traffic in the area, and the newly owned City property, irrespective of the proposed project and would also serve to benefit the project.

BISD Board review and approval of the LOI will follow that of the City Council.

FISCAL IMPACT:
There is no impact of the Letter of Intent. The City would continue to build a proposed bond program for the November 2023 bond election, that would include roadway improvements in the area.

RECOMMENDATION:
The City Manager recommends approval of the Letter of Intent. This project aligns extremely well with the City's "Uniquely Bastrop" Focus Area, which reads "maintain and enhance our historic community feel by leveraging the unique combination of community, parks, cultural and recreational assts that make Bastrop a special place to live and work."

ATTACHMENTS:
Draft Letter of Intent

City Letterhead

Draft "D"

January ___, 2022

Charlie Colter, Registered Agent / Executive Director
Charles Washington, Chairman of the Board of Directors
Emile Multicultural Center / Recreation Complex
139 Swift Water Loop
Bastrop, Texas 78602

Barry Edwards, Superintendent
Bastrop Independent School District
906 Farm Street, Bastrop, TX 78602

DRAFT

RE: Non-binding Letter of Intent
regarding the *Emile Multicultural Center & Recreational Complex*

Fellow Representatives:

The City of Bastrop offers this non-binding Letter of Intent in hopes of beginning the process of documenting our mutual plans and memorializing the informal conversations that have taken place thus far.

1. **Purpose:** The purpose of this Letter of Intent is to outline the essential concepts upon which we hope to jointly effectuate the acquisition, construction, and operation of a community facility that will provide both cultural and recreation benefits to the Bastrop area.

   This Letter of Intent seeks to identify fundamental terms and conditions at the outset of our negotiations process. All of this information is very preliminary in nature. We hope this document will allow for the parties to best utilize the next few months to negotiate in good faith with each other towards the details of what will eventually be a series of binding contracts. This will enable us all to conduct any necessary due diligence.

2. **This is Not a Contract:** Nothing contained herein creates an obligation on any Party at this time. Instead, the information in this document is intended to provide the foundation for the commitments that our respective governing boards approve in the near future through a series of properly-drafted legal instruments.

3. **Parties:**
   (a) Emile Multicultural Center / Recreation Complex, a Texas Domestic Nonprofit Corporation (Nonprofit).
   (b) Bastrop Independent School District (District).
   (c) City of Bastrop (City).

4. **Points of Contact:** For purposes of this Project, the primary contacts for the Parties shall be as follows:
   (a) Nonprofit: Charlie Colter, Executive Director, and Charles Washington, Chairman of the Board and Registered Agent.
   (b) District: Barry Edwards, Superintendent.
   (c) City: Paul Hofmann, City Manager.

   These individuals can designate others within their organizations to assist with this Project as it progresses.

5. **Project:** This is a cooperative endeavor by the Parties to engage in a series of real estate transactions, fundraising efforts, and construction activities in furtherance of building, maintaining, and operating a multicultural and recreational structure as a community asset for the citizens of the Bastrop, Texas region. The Project may be completed in phases.

6. **Facility:** The Emile Multicultural Center & Recreational Complex. The Parties acknowledge that the name Emile will be part of the title of the final official naming selection.

7. **Use:** The Parties intend to utilize the Facility themselves and to make the Facility available to citizens of the Bastrop region for use in sports, active recreation, civic gatherings and meetings, arts and crafts, and educational activities that celebrate the rich multicultural, ethnics and racial diversity of the region. The museum portion of the facility will serve as a place to bring all generations together in order to preserve and showcase the rich history of the former Emile High School (1892 – 1969).

8. **Property:** Certain real property bordered by Highway 95, Pine Street, Martin Luther King Drive and the existing school site in Bastrop, Texas, Property ID #'s R47768, R47771, and R39299. The property can be better defined at closing.

9. **Public Purpose:** The purpose of this Project is to cooperatively provide a cultural and recreation center as a community asset for the citizens of Bastrop, Texas.

10. **Real Estate Transactions:**
    (a) District intends to convey the Property to the City (approximately 21.56 acres). This should be done within one (1) year of the Effective Date of this Letter of Intent.
    (b) City intends to convey to the District certain City-owned real property located on Lovers Lane (approximately 25 acres), County Property ID R61510. This should be done concurrently with the conveyance listed above.

11. **Leases & Facility Use Agreements:**
    (a) The District intends to lease the Property to the Nonprofit to assist the Nonprofit in its applications for grants and solicitation of donations. The lease will be transferrable and

otherwise assignable to the City upon the District's conveyance of the Property to the City. This should be done within thirty (30) days of the Effective Date of this Letter of Intent. The lease will continue in effect until it expires and is replaced by a Facilities Use Agreement between the City and the Nonprofit when the Project is substantially complete.

(b) Upon receipt and acceptance of conveyance of the Property from the District to the City, the City intends to honor the then pre-existing lease from the District to the Nonprofit with the intention of replacing the lease with a Facility Use Agreement when the Project is substantially complete.

(c) Upon completion of the Facility, the Parties intend to enter into a series of long-term Facility Use Agreements to provide for use, occupancy, maintenance, and future improvements of the Center.

12. **Facility Design:** Nonprofit intends to complete the architectural and site design utilizing architects engaged by the Nonprofit. The Parties are authorized to share plans and drawings with the other Parties and use those materials in their respective efforts in furtherance of the Project.

13. **Fundraising:** Nonprofit intends to actively engage in multifaceted fundraising efforts seeking donations and grants to fund the Project.

14. **Bond Funding:** City intends to call an election in 2023 seeking voter approval for the issuance of bonds to help fund street improvements by the City that are necessary to address drainage and traffic flow and safety issues.

15. **Grants:** The Parties will commit to exploring grant funding and bonds to pay for some infrastructure improvements.

16. **Fund Management:** The City and Nonprofit intend to create an account at a qualified repository (e.g., a local bank) through which the City can hold funds donated for the Project with oversight by the Nonprofit and a to-be- agreed upon accounting structure. The City and the Nonprofit shall retain ownership of any funds they contribute to such an account and jointly exercise oversight of the funds.

17. **Land Use Designations:** City intends to file its own application for a Neighborhood Regulating Plan seeking the appropriate land use classifications for the Property that are consistent with the Project pursuant to the City of Bastrop Code of Ordinances. The City will assist the Nonprofit in seeking historic designations for the Facility.

18. **Naming of Street:** On or before completion of the Project, the City intends to rename as "Julius Thomas Drive" the unopened portion of Austin Street from the eastside of the Union Pacific Rail Road traveling east to the terminus at SH 95.

19. **Construction Management:** City intends to oversee the construction of the Project.

20. **Facility Management:** Upon completion of the Project, City intends to manage the Facility, including daily operations, maintenance, repairs, and activity programming at City expense.

21. **Ownership of Improvements:** Upon completion of the Project, the Parties intend for the City to accept the improvements for ownership and maintenance.

22. **Timing:** It is the Parties' mutual preference that construction on the Project be substantially completed within 5 years of the Effective Date of this Letter of Intent.

23. **Public Statements:** The Parties intend to cooperate regarding public statements regarding the Process, including coordinating any press releases, press conferences, and social media posts. While each Party retains its discretion regarding citizen communications and media relations, the Parties intend to extend to each other the courtesy of advanced notifications and drafts in an effort to ensure consistent messaging and to avoid misunderstandings.

24. **Ratification:** The Parties intend to have the respective governing boards approve resolutions ratifying this Letter of Intent within thirty (30) days of the Effective Date of this Letter of Intent.

25. **Effective Date:** The Effective Date for this Letter of Intent will be date upon which each of the Parties have executed this Letter of Intent by signing as provided below.

Signature Page to Follow

ACCEPTED & APPROVED

The undersigned representatives of the Parties confirm that the foregoing constitutes the basic conceptual terms upon which specific transactions will be drafted. However, it is understood and agreed that the Parties are not under a binding obligation to each other until mutually satisfactory contract documents have been properly executed by each Party. This Letter of Intent shall not be construed as legally binding.

DISTRICT:

by: _____ *date:* January ____, 2022
Barry Edwards, Superintendent
Email: *nrodea@bisdtx.org*

Bastrop Independent School District

NONPROFIT:

by: _____ *date:* January ____, 2022
Charlie Colter, Registered Agent / Executive Director
Email: *colter4@gmail.com*

by: _____ *date:* January ____, 2022
Charles Washington, Chairman of the Board / Director
Email: *cwashingtonjr@austin.rr.com*
Emile Multicultural Center / Recreation Complex

CITY:

by: _____ *date:* January ____, 2022
Paul Hofmann, City Manager
City of Bastrop
Email: phofmann@cityofbastrop.org

EXHIBIT "A"

Property Description
Highway 95

EXHIBIT "B"
Property Description
Lovers Lane

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 9B

TITLE:
Consider action to approve Resolution No. R-2022-06 of the City Council of the City of Bastrop, Texas to renovate/remodel the appraisal office facilities.

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:
The Board of Directors is pursuing a plan to renovate the Bastrop CAD facilities to accommodate the current and future growth of the appraisal district. It is important to consider the present facilities and the growth challenges the facilities are facing.

Section 6.051(b) of the Property Tax Code requires that "on or before the 30th day after the date the presiding officer receives notice of proposal, the governing body may approve or disapprove the proposal."

FISCAL IMPACT:
$7,768.18

RECOMMENDATION:

ATTACHMENTS:
Resolution No. R-2022-06
Notice of Proposal for Bastrop CAD Facilities
Estimated Allocation

RESOLUTION NO. R-2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO RENOVATE/REMODEL THE APPRAISAL OFFICE FACILITIES.

WHEREAS, Section 6.051(b) of the Texas Property Tax Code, requires that each taxing unit entitled to vote on the appointment of board members receive the Bastrop CAD board's resolution, together with information showing the costs of the proposal and on or before the 30th day after receiving the notice of proposal, the governing body may approve or disapprove the proposal.

THEREFORE, the City of Bastrop submits their _____ (approval or disapproval) of the Bastrop CAD facilities proposal.

ACTION TAKEN this 11th day of January, 2022, in the City Council Meeting of the governing body of the above-mentioned taxing unit; as authorized under Section 6.051(b) of the Texas Property Tax Code, for the purpose of acting on the proposal.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

M E M O

Date: December 27, 2021

To: Governing Body of Bastrop County, School Districts, and Cities within Bastrop County

From: Faun Cullens

Subject: **Notice of Proposal for Bastrop CAD Facilities**

The Board of Directors is considering alternatives for the Bastrop CAD facilities to accommodate the current and future growth of the appraisal district. It is important to consider our present facilities and the growth challenges we are facing.

Present Facilities:
In 1997 the Board of Directors of the Bastrop CAD began the process of purchasing the land located at 212 Jackson Street. Construction of the current 12,000 square foot facility began in 1998. Construction was completed in 1999 at which time the appraisal district, collections and McCreary Veselka Bragg & Allen (MVBA) occupied the building.

Around 2001 collection of tax dollars was turned over to the County Tax Assessor. Collections and MVBA moved to offices within the courthouse at that time.

With the entities need to have complete and timely values, the accelerated growth of our county, and legislative changes every two years on how we do business, we are facing the need to add new staff members to efficiently keep up with the changes. It is our goal to continue positive service to the property owners and taxing entities of Bastrop County.

Most of the customer traffic involves two departments within the appraisal district, mapping, and administrative support (homestead applications and agricultural applications). These two departments would be better suited closer to the entrance on the east side of the building. We believe this would enhance customer service and the flow of customer traffic.

Just as all the taxing entities are prudently making plans, Bastrop CAD has the same challenge and the stewardship to plan for the future. Below you will find our recommendation for consideration.

Bastrop CAD is considering a remodel of its existing facility.

The present Bastrop CAD facilities, with remodeling could be converted into much more efficient office space. The proposed remodel would move high traffic customer areas closer to the front of the building. The remodel would convert the existing front porch to a lobby area, which would allow for the expansion of the reception area to efficiently handle customers. The proposed remodel involves the east half of the building at this time. The west half of the building is already divided into offices.

With an estimated cost of $600,000 to complete the remodel, the district would propose to use $400,000 dollars of committed reserve for building projects leaving a balance of $200,000.

The district proposes to finance $200,000 as a construction loan for one year for the balance and unexpected construction costs. With the anticipated completion of the remodel of April 1, 2022. The balance would be budgeted for the 2023 Appraisal District Budget, upon approval by the taxing authorities and adoption by the Board of Directors.

The Bastrop CAD Board of Directors believes the most economical and prudent option is to remodel the existing facility. This would provide for the least amount of change for the property owners, entities, and staff. It removes the question of marketing the existing facility. The board of directors believes this would result in the lowest financial impact to the taxing entities. Please find enclosed the Bastrop CAD Board Resolution on this proposal and an estimated allocation of the proposal.

Section 6.051(b) of the Property Tax Code requires that "on or before the 30th day after the date the presiding officer receives notice of proposal, the governing body may approve or disapprove the proposal."

We look forward to sharing this information with your governing body at your meeting within the next 30 days. Please find enclosed a sample resolution for your considered support of this proposal. I look forward to receiving notification of when your meeting is scheduled. We will be there to present this information and answer any questions you may have.

Please feel free to call or e-mail me at 512-303-1930, ext 126 or faun@bastropcad.org if you have any questions.

Faun Cullens, RPA, CCA
Chief Appraiser

TAXING UNIT: _____

Resolution No. _____

RESOLUTION FOR THE BASTROP CENTRAL APPRAISAL DISTRICT FACILITIES PROPOSAL

WHEREAS, Section 6.051(b) of the Texas Property Tax Code, requires that each taxing unit entitled to vote on the appointment of board members receive the Bastrop CAD board's resolution, together with information showing the costs of the proposal and on or before the 30th day after receiving the notice of proposal, the governing body may approve or disapprove the proposal.

THEREFORE, the _____ submits their
(taxing unit)

_____ of the Bastrop CAD facilities proposal.
(approval/disapproval)

ACTION TAKEN this _____ day of _____, 2021, in _____ Session of the governing body of the above-mentioned taxing unit; as authorized under Section 6.051(b) of the Texas Property Tax Code, for the purpose of acting on the proposal.

ATTEST:

_____

BASTROP CENTRAL APPRAISAL DISTRICT
LOCAL SUPPORT ALLOCATION CHART - 2022

JURISDICTION	2020 PERCENTAGE	Estimated to Finance	Estimated Cost to Entity
Bastrop County	26.83%	200,000	53,656.47
Bastrop ISD	39.33%	200,000	78,656.56
Bastrop City	3.88%	200,000	7,768.18
Elgin ISD	12.10%	200,000	24,204.35
Elgin City	2.37%	200,000	4,730.04
Lexington ISD	0.02%	200,000	42.36
McDade ISD	0.80%	200,000	1,592.37
Smithville ISD	8.31%	200,000	16,617.03
Smithville City	1.06%	200,000	2,125.40
WCID #3	0.09%	200,000	170.29
Bastrop Cty MUD#1	0.26%	200,000	511.48
Bastrop County ESD#1	1.86%	200,000	3,719.00
Bastrop County ESD#2	1.04%	200,000	2,073.28
Bastrop-Travis Cts ESD#1	0.91%	200,000	1,828.79
The Colony MUD#1A	0.08%	200,000	151.91
The Colony MUD#1B	0.00015%	200,000	0.30
The Colony MUD#1C	0.00023%	200,000	0.46
The Colony MUD#1D	0.02%	200,000	44.83
The Colony MUD#1E	0.18%	200,000	368.98
The Colony MUD#1F	0.01%	200,000	19.36
West Bastrop Village MUD	0.00307%	200,000	6.13
Altessa MUD	0.00004%	200,000	0.09
Elgin MUD#1	0.00011%	200,000	0.23
Elgin MUD#2	0.00011%	200,000	0.22
ACC - Elgin	0.86%	200,000	1,711.90
TOTALS			$ 200,000
	100.00%		

STAFF REPORT

MEETING DATE: January 11,2022 **AGENDA ITEM**: 9C

TITLE:
Consider action to approve Resolution No. R-2022-04 of the City Council of the City of Bastrop, Texas for the Professional Engineering Services of Applied Pavement Technology for the Pavement Condition Index Study, in the Amount of Fifty-Five Thousand Dollars and no/100 ($55,000.00) for the Project; and providing an effective date, as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:
Please see attached memo

FISCAL IMPACT:
Fifty-Five Thousand Dollars and no/100 ($55,000.00) is to be utilized from the Professional Services Budget from the General Funds.

RECOMMENDATION:
Curtis Hancock, Director of Public Works recommends approval of Resolution No. R-2022-04 of the City Council of the City of Bastrop, Texas for the Professional Engineering Services of Applied Pavement Technology for the Pavement Condition Index Study, In The Amount Of Fifty-Five Thousand Dollars and no/100 ($55,000.00) for the Project; and providing an effective date, as attached as Exhibit A; authorizing the City Manager to execute all necessary document; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Attached Memo

TO: Paul A. Hofmann, City Manager

From: Curtis Hancock, Director of Public Works

Date: December 20, 2021

Subject: Pavement Condition Index Study Recommendation

==========

There are two ways to measure the condition of a road network. The first way is called "the squeaky wheel"; sit back and wait for the complaints to come in. The more complaints you receive, the worse the condition of the road. The second way is to use a more thorough, comprehensive, and proactive approach to review the entire road network, using the Pavement Condition Index (PCI).

PCI is a numerical index between 0 and 100, which is used to indicate the general condition of a pavement section and is a simple, convenient way to monitor the condition of road surfaces, identify the need for maintenance and rehabilitation and ensure that road maintenance budgets are wisely spent. The PCI is widely used in transportation civil engineering and asset management, and many municipalities use it to measure the performance of their road infrastructure and their levels of service.

The City of Bastrop's street system has 54.6 miles of asphaltic concrete, 2.1 miles of Portland cement, and 3.8 miles of gravel. In FY2018, the City Council funded a Pavement Condition Index Study to evaluate and grade the City's streets and Applied Pavement Technology was hired to conduct the study using enhanced data gathering equipment. The results of this study indicated that the City's asphaltic concrete streets had an overall score of 66; the Portland cement streets had an overall score of 89, and the City's combined overall score was 68.

The proven method to stabilize road conditions and minimize additional deterioration is the "keep the good streets good!" Therefore, City staff put together a five (5) year strategy to stabilize road conditions.

We recommend using the services of Applied Pavement Technology, a Civil Engineering company whose primary focus is pavement evaluation, maintenance, and design, to conduct a new PCI study so that we are relying on current data as we continue to develop and implement strategies to keep our roads safe and operational.

RESOLUTION NO. R-2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS FOR THE PROFESSIONAL ENGINEERING SERVICES OF APPLIED PAVEMENT TECHNOLOGY FOR THE PAVEMENT CONDITION INDEX STUDY, IN THE AMOUNT OF FIFTY-FIVE THOUSAND DOLLARS AND NO/100 ($55,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council of the City of Bastrop, Texas is committed to improving streets around the City; and

WHEREAS, The City of Bastrop, Texas contracted with Applied Pavement Technology in 2017 to develop a Pavement Condition Index Study; and

WHEREAS, The City Council of the City of Bastrop, Texas believes it is necessary to develop an accurate and current understanding of the maintenance of city streets.

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

Section 1: That the City Manager is hereby authorized to execute an Agreement for Professional Engineering Services with Applied Pavement Technology For The Pavement Condition Index Study, In The Amount Of Fifty-Five Thousand Dollars And No/100 ($55,000.00).

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM:** 9D

TITLE:
Consider action to approve Resolution No. R-2022-05 of the City Council of the City of Bastrop, Texas awarding a research agreement with Texas A&M Engineering Experiment Station for the GIS (Geographic Information System) Database project in the amount of Fifty-Two Thousand Two Hundred and Fifty-Two Dollars ($52,252.00) as attached Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:
GIS has become invaluable for many cities when it comes to effective planning and operating and maintenance of its assets. With the growth that the City has been experiencing, there is no shortage of information/data, however, this information is fragmented, incomplete and not in a centralized location. By developing a database in a centralized location with critical data, it will assist the City in better decision-making to its assets, for instance allocating funds where needed, and building a resilient, stronger and sustainable community. In other words, a GIS database takes someone's data in paper or pdf files and brings it to everyone's cellphone, computer, tablet, etc.

The goal of this project is to update City's infrastructure spatial database to enhance visibility into data and make it suitable for the future use in asset management applications. In addition, it will enable smart city planning development by allowing staff to better understand existing infrastructure and current and future needs for the City.

This project will consist in digitizing spatial data and entering their corresponding attributes that will assist with asset management. In addition, a database Schema for the infrastructure will be developed for consistency in collecting future asset attributes.

At the end of the project a training workshop will be provided to present the details of the database schema and how to maintain the database.

FISCAL IMPACT:
The funding for this project will come from contractual services from Engineering (pg. 152), Water/Wastewater (pg. 160), and BP&L (pg. 78) budgets.

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-05 of the City Council of the City of Bastrop, Texas awarding a research agreement with Texas A&M Engineering Experiment Station for the GIS (Geographic Information System) Database project in the amount of Fifty-Two Thousand Two Hundred and Fifty-Two Dollars ($52,252.00) as attached Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit B: Resolution No. 2022-05
- Exhibit A: Research Agreement between the Texas A&M Engineering Experiment Station and City of Bastrop

RESOLUTION NO. R-2022-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AWARD OF A RESEARCH AGREEMENT WITH TEXAS A&M ENGINEERING EXPERIMENT STATION FOR THE GIS (GEOGRAPHIC INFORMATION SYSTEM) DATABASE PROJECT IN THE AMOUNT OF FIFTY-TWO THOUSAND TWO HUNDRED AND FIFTY-TWO DOLLARS ($52,252.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop is improving, organizing, updating and implementing its GIS data files; and

WHEREAS, The City Council understands that the ability to better understand City's current and future needs rely on having better data; and

WHEREAS, The City Council understands the importance of having accurate data to enable organization-wide mapping, analysis, data management, sharing, and collaboration capabilities; and

WHEREAS, The City of Bastrop in coordination with Texas A&M Engineering Experiment Station will also develop a roadmap to guide the City on implementing and maintaining the GIS data files.

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

Section 1: That the City Manager is hereby authorized to execute a research agreement with Texas A&M Engineering Experiment Station in the amount of fifty-two thousand two hundred and fifty-two dollars ($52,252.00).

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of January 2022.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

RESEARCH AGREEMENT NO. M2201065
BETWEEN THE
TEXAS A&M ENGINEERING EXPERIMENT STATION
AND
CITY OF BASTROP

This RESEARCH AGREEMENT ("Agreement") is between the Texas A&M Engineering Experiment Station, a member of The Texas A&M University System and an agency of the State of Texas, having a place of business at 400 Harvey Mitchell Parkway South, Suite 300, College Station, Texas 77845, ("TEES"), and the City of Bastrop, a Home Rule Municipal Corporation, duly incorporated and validly existing under the laws of the State of Texas, with address at 1311 Chestnut Drive, Bastrop, Texas 78602, ("SPONSOR"), each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties";

TEES and Sponsor each desire to encourage and facilitate the discovery, dissemination and application of new knowledge, and Sponsor desires to support this research ("Research") which results are of public use and necessity. TEES will share its findings with SPONSOR. SPONSOR's findings are crucial for SPONSOR's infrastructure;

The Parties agree as follows:

1. STATEMENT OF WORK. TEES shall use its reasonable efforts to perform the Research entitled "Geographic Information System (GIS) Databases and Develop Asset Management Framework" as further described in the attached Appendix A**.** The statement of work shall not be changed except by written amendment to this Agreement signed by the Parties.

   Nothing in this Agreement limits the freedom of researchers, whether as participants in this Agreement or not, to engage in similar inquiries made independently under other grants, contracts or agreements with parties other than SPONSOR.

2. PRINCIPAL INVESTIGATOR. The Research will be supervised by Dr. Francisco Olivera, Ph.D., P.E., F.ASCE of the Department of Civil Engineering to serve as Principal Investigator. If, for any reason, they are unable to continue to serve as Principal Investigator(s) and a successor acceptable to both TEES and the SPONSOR is not available, this Agreement shall be terminated for convenience as provided in Article 7. TEES will communicate with SPONSOR any change on the Principal Investigator or any other staff, within seven (7) days of the change.

3. PERIOD OF PERFORMANCE. The period of performance shall commence on the date last signed by the Parties (the "Effective Date") and, unless earlier terminated in accordance with this Agreement, ending one year from that date (the "Completion Date").

4. PRICE AND PAYMENT.
   As compensation for the performance of this Agreement, SPONSOR shall pay TEES a cost-reimbursable not-to-exceed amount of $52,252.00 in U.S. dollars excluding taxes or impost of any kind, in accordance with the budget in Appendix A. TEES shall submit monthly invoices to SPONSOR's address below and SPONSOR shall remit payment to TEES within 30 days of receipt of invoice.

Costs shall be incurred in accordance with TEES's current policies and procedures. Transfers between budget line items are allowable without SPONSOR prior approval.

Invoices for compensation shall be submitted to the following address:

City of Bastrop
Attn. Fabiola de Carvalho
Director of Engineering and Capital Project Management
1311 Chestnut Dr.
Bastrop, Texas 78602
engineering@cityofbastrop.org

Checks should be made to Texas A&M Engineering Experiment Station and payment forwarded to the following address:

TEES – Texas A&M Sponsored Research Services
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845-4375
Attn: Deposits
srsdepositsach@tamu.edu

5. TITLE TO EQUIPMENT. TEES shall retain title to all equipment, supplies and other items purchased and/or fabricated with funds provided by SPONSOR under this Agreement except those expressly made part of a deliverable.

6. DELIVERABLES. The Principal Investigator shall furnish SPONSOR with deliverables and reports as specified in Appendix A.

7. TERMINATION.

A. Performance under this Agreement may be terminated for convenience by either Party upon 30 days written notice.

B. In addition to the termination right set forth above in 7A hereof, either Party may terminate this Agreement effective upon written notice to the other Party, if the other Party breaches any of the terms and conditions of this Agreement and fails to cure such breach within 30 days after receiving written notice thereof. In the event of an incurable breach, the non-breaching Party may terminate this Agreement effective immediately upon written notice to the breaching Party.

C. Upon termination, SPONSOR shall reimburse TEES as specified in Article 4 for all costs and non-cancelable commitments incurred in the performance of the Research up to the date of termination, such reimbursement not to exceed the total amount specified in Article 4. Upon early termination, TEES agrees to reimburse SPONSOR any funds that have been received but remain unexpended at the time of termination, except for those funds needed to pay for non-cancelable obligations.

8. INTELLECTUAL PROPERTY.

A. "Intellectual Property" means all intellectual property, including without limitation, electronic or otherwise, technical information, know-how, copyrights, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, development tools, models, drawings, specifications, prototypes, inventions and software.

B. "Project IP" or "Project Intellectual Property" shall mean all Intellectual Property that is authored or conceived and reduced to practice in the performance of the Research.

C. Ownership of Project IP shall be as follows:

(i) Title to any Project IP made or conceived solely by employees of TEES vests in TEES.
(ii) Title to any Project IP made or conceived solely by employees of SPONSOR vests in SPONSOR.
(iii) Title to any Project IP made or conceived jointly by employees of both TEES and SPONSOR (hereinafter called "Joint IP") vests jointly in TEES and SPONSOR.

D. TEES shall promptly disclose all Project IP and Joint IP in sufficient detail as to allow SPONSOR's evaluation ("Invention Disclosure"), and SPONSOR shall have a time-limited option to negotiate a license to TEES's interests in such disclosed Project IP as set forth in Article 9. Any such Invention Disclosure shall be considered Confidential Information.

E. For Joint IP conceived under this Agreement, TEES and SPONSOR will be independent owners of any corresponding patent rights under 35 USC 262 with no obligation of accounting to one another, in the absence of a written agreement to the contrary.

9. INTELLECTUAL PROPERTY RIGHTS.

A. For a period of 90 days from the receipt by SPONSOR of an Invention Disclosure, or from the date of SPONSOR's identification of Project IP and disclosure of same to TEES, SPONSOR shall have, to the extent that TEES has the legal right to do so and in consideration of TEES's receipt of SPONSOR's funding of the Research, an exclusive option to negotiate a commercial license, to TEES's interests in the disclosed Project IP ("Option Period").

B. At any time during the Option Period, SPONSOR may exercise its option by written notice to TEES. Upon exercise, the Parties shall negotiate diligently and in good faith, for a period not to exceed 90 days ("Negotiation Period"), an exclusive, sublicensable (or nonexclusive and non-sublicensable, at SPONSOR's option) royalty-bearing commercial license to TEES's interest in Project IP. The terms of such license shall be commercially reasonable and shall provide, in the case of an exclusive license, for diligent development of the Project IP towards commercialization by SPONSOR.

C. During the Option Period or Negotiation Period, TEES may, at its sole election and expense, file for statutory intellectual property protection for the optioned Project IP. SPONSOR may also request that TEES file for statutory intellectual property protection

for the optioned Project IP, and in such case SPONSOR shall reimburse TEES for its patent expenses within 30 days of receiving an invoice for such expenses.

D. If the Option Period elapses without exercise, or the Negotiation Period elapses without the execution of a license agreement, SPONSOR shall have no further rights to the Intellectual Property. However, the Parties may extend either the Option Period or Negotiation Period by written agreement.

E. To the extent TEES has the legal right to do so and in consideration of TEES's receipt of SPONSOR's funding of the Research, TEES shall grant to SPONSOR a non-exclusive, royalty-free license with the right to sublicense to any TEES Project Intellectual Property developed under this Agreement for non-commercial research and development use only.

10. CONFIDENTIAL INFORMATION.

A. Confidential Information. It is contemplated that the disclosing Party ("Disclosing Party") may be disclosing certain confidential and/or proprietary information to the receiving Party ("Receiving Party") unknown to the general public (hereinafter referred to as "Confidential Information"). The Parties agree the terms of this Article shall apply to any confidential and/or proprietary information that may be disclosed under this Agreement, and that such Confidential Information shall be used solely for the benefit of the Disclosing Party. Receiving Party acknowledges the above-described Confidential Information is confidential and/or proprietary to the Disclosing Party and is claimed to be a valuable, special, and unique asset of the Disclosing Party. Notwithstanding, the Parties acknowledge that SPONSOR if a public entity subject to the Texas Public Information Act. SPONSOR will notify TEES of any request for information regarding the scope of work on this Agreement.

B. Subject to the limitations set forth in D below, all non-public information exchanged between the Parties shall be deemed to be Confidential Information. In order for the Parties to appreciate when non-public information is being conveyed, to the reasonable extent possible, information disclosed in tangible form shall be clearly identified at the time of disclosure as being Confidential Information by an appropriate and conspicuous marking. Similarly, to the reasonable extent possible, information disclosed in intangible form (e.g., oral or visual) shall be identified as being Confidential Information at the time of disclosure, and shall be confirmed as such in writing to the Receiving Party within 30 days after such disclosure.

C. Confidential Information shall include as examples, without limitation:
All information of a Disclosing Party which has been maintained as confidential, including draft publications, technical reports, research plans and results, processes, techniques, know-how, biological materials, computer source code, diagrams, electronic files, financial information, customer lists, trade secrets, invention disclosures, patent applications or test data; all existing and future plans of the Disclosing Party, which have been maintained as confidential, including plans relating to existing and planned products, research, development, engineering, manufacturing, marketing, servicing, or financing; all past, present and future business or commercial relationships of the Disclosing Party, which have been maintained as confidential, including suppliers, service providers, clients, customers, employees, or investors; or information that has

generally been considered and treated by the Disclosing Party as confidential prior to the time of disclosure and is clearly identified as "Confidential" or "Proprietary" when disclosed to the other Party.

D. Exclusions from Confidential Information: Confidential Information shall not be deemed to include information that the Receiving Party can demonstrate by competent written proof:

(i) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party;

(ii) was known by the Receiving Party at the time of receipt of such information as evidenced by its records;

(iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without violating any confidentiality obligation to the Disclosing Party; or

(iv) was independently developed by employees of the Receiving Party without use or knowledge of the Confidential Information of the Disclosing Party.

E. Use of Confidential Information: Each Party agrees it will use the Confidential Information of the other solely for the Purpose and for no other purpose whatsoever. In particular, the Receiving Party shall not file any patent application containing any claim to subject matter derived in whole or in part from the Disclosing Party's Confidential Information. The Confidential Information, including any documents, drawings, sketches, designs, materials or samples supplied hereunder, shall remain the property of the Party disclosing the same and no rights or licenses are granted to the other Party in the same, whether patented or not, except the limited right to use the Confidential Information as set forth above.

F. Confidential Obligations: For a period of 3 years from the date any such Confidential Information is disclosed, the Parties agree to exert reasonable efforts to maintain each other's Confidential Information in confidence and to take all necessary and reasonable precautions to prevent its unauthorized disclosure and to ensure it does not fall into the public domain or the possession of unauthorized third parties. Each Party shall restrict access to the Confidential Information of the other Party to those officers, employees, consultants, agents, and students (in the case of TEES) of the Receiving Party having a need to know the Confidential Information to fulfill the Purpose, provided that, each Party shall ensure that any individual having access to the Confidential Information is made expressly aware of the obligation of confidence according to the terms hereof prior to gaining access to the Confidential Information. To the extent that a Party perceives a need for disclosure of the Confidential Information it receives from the other Party to any third party, such third party shall be prospectively identified and written permission to disclose shall be obtained from Disclosing Party. A written non-disclosure agreement shall be obtained from the third party contractor and a copy shall be promptly provided to the Party whose Confidential Information is being disclosed.

G. Required Disclosure: If a Receiving Party is legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information

received from a Disclosing Party, such disclosure may be made only after giving written notice to the Disclosing Party and providing a reasonable opportunity for pursuit of appropriate process to prevent or limit such disclosure. In any event, required disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed. The Receiving Party is not however, required to pursue any claim, defense, cause of action, or legal process or proceeding on the Disclosing Party's behalf.

H. Return of Documents: It is understood that the Confidential Information disclosed by each Party shall remain the property of the Disclosing Party. All material or documents furnished by the Disclosing Party, including all copies, shall upon request of the Disclosing Party, or in any event at the termination of this Agreement, be promptly returned to the Disclosing Party or destroyed, except the Receiving Party may securely retain one copy in its files solely for record purposes of its obligations under this Agreement.

11. PUBLICATIONS. TEES may publish the results of the Research, except for SPONSOR's Confidential Information, after providing the SPONSOR with a 30-day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information. If necessary to permit the preparation and filing of U.S. patent applications, TEES may agree to an additional review period not to exceed 60 days. Such delay shall not, however, be imposed on the filing or publication of any student thesis or dissertation. Failure to respond within 30 days shall constitute de facto agreement of SPONSOR that no delay in publication is necessary. Any further extension will require agreement between the SPONSOR and TEES.

12. NOTICES/COMMUNICATIONS. All notices to Parties under this Agreement shall be in writing and sent to the names and addresses stated below under NOTICES. Either Party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice. Other communications between the Parties can be addressed as stated below under COMMUNICATIONS.

NOTICES to TEES:

Sponsored Research Services
400 Harvey Mitchell Parkway, South, Suite 300
College Station, TX 77845-4375
Telephone: 979-862-6777
Facsimile: 979-862-3250
Email: awards@tamu.edu

NOTICES to SPONSOR:

City of Bastrop
Attn. Fabiola de Carvalho
Director of Capital Projects
1311 Chestnut Dr.
Bastrop, Texas 78602
fdecarvalho@cityofbastrop.org

COMMUNICATIONS to TEES:

CONTRACT NEGOTIATIONS/ADMINISTRATION:

Sponsored Research Services
400 Harvey Mitchell Parkway, S, Suite 300
College Station, TX 77845-4375
Attn: Mercy Muyia
Telephone: 979-862-6777
Facsimile: 979-862-3250
Email: awards@tamu.edu

TECHNICAL:

Texas A&M Engineering Experiment Station
Department of Civil Engineering
Attn: Francisco Olivera
Telephone: 979-845-1404
Email: folivera@tamu.edu

COMMUNICATIONS to SPONSOR:

ADMINISTRATION:

City of Bastrop
1311 Chestnut Drive, Bastrop, Texas 78602
Attn: Trey Job – Assistant City Manager for Development
Telephone: 512-332-8800
Facsimile: 512-3328819
Email: tjob@cityofbastrop.org

TECHNICAL:

City of Bastrop
1311 Chestnut Drive, Bastrop, Texas 78602
Attn: Fabiola M. de Carvalho
Telephone: 512-332-8840
Facsimile: 512-332-8847
Email: fdecarvalho@cityofbastrop.org

13. EXPORT ADMINISTRATION. The results of the Research obtained by TEES are expected to be ordinarily published and shared broadly with the scientific community, and therefore are expected to constitute "fundamental research" as defined under the International Traffic in Arms Regulations (ITAR, 22 CFR Sections 120-130) and the Export Administration Regulations (EAR, 15 CFR Sections 730-774). If SPONSOR discloses to TEES any Confidential Information that is subject to export control, SPONSOR will alert TEES in writing at the time of disclosure, at which time TEES will advise SPONSOR if it desires to take receipt of the export-controlled materials. Neither Party shall export or re-export any United States-origin technology, software, or products, or the direct products of that technology, software or products under this Agreement, in violation of United States export control regulations.

14. INDEPENDENT CONTRACTOR. For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party may make any statements,

representations, or commitments of any kind, or to take any action which are binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

15. SEVERABILITY. If any of the provisions of this Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect if the essential terms of this Agreement remain, valid, legal, and enforceable.

16. ASSIGNMENT. This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

17. PUBLICITY. Neither Party may use the names of the other Party, nor of any of its employees or members, nor any adaptation thereof, in any advertising, promotional or sales literature or news release without the prior written consent obtained from the other Party, as applicable in each case. Any advertising referring to the research results of this Agreement shall be worded as not to imply endorsement by any member of The Texas A&M University System of a specific product or producer and shall reflect credit on TEES, its personnel and activities under this Agreement.

18. HEADINGS. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

19. DISPUTE RESOLUTION. SPONSOR shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SPONSOR must submit written notice of a claim of breach of contract under this chapter to TEES Deputy Director.

20. INDEMNITY. RESERVED

21. MISCELLANEOUS.

A. This Agreement is binding upon and shall inure to the benefit of the Parties, their representatives, successors and permitted assigns. No failure or successive failures on the part of SPONSOR, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of SPONSOR, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by TEES, its successors or assigns.

B. This Agreement is the entire agreement between the Parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both Parties. This Agreement and all of the transactions that it contemplates shall be governed and construed in accordance with the laws of the State of Texas. Each Party shall comply with all laws, regulations and other legal requirements applicable to that Party in connection with this Agreement, including but not limited to any legal requirements applicable to SPONSOR's use of the results of the Research, any intellectual property of TEES or the research results, laws and regulations involving human subjects, animals (including animals delivered to SPONSOR), and hazardous agents and materials.

C. If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period or more than 30 days.

D. ***TEES makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the research, or the condition, ownership, merchantability, or fitness for a particular purpose of the research results or any intellectual property or that the use of any intellectual property or research results will not infringe any intellectual property right of a third party. TEES shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by sponsor or any other person resulting from the research or the use of any intellectual property or research results.***

E. To the degree that either or both of the Parties find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either Party. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

F. All representations, warranties, covenants and agreements made in this Agreement and which by their express terms or by implication are to be performed after the execution and/or termination hereof, or are prospective in nature, shall survive such execution and/or termination, as the case may be.

G. TEES is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of TEES to claim any exemptions, privileges and immunities as may be provided by law. Likewise, SPONSOR is a municipality of the State of Texas and nothing in this Agreement waives or relinquishes the right of (SPONSOR) to claim any exemptions, privileges and immunities as may be provided by law.

22. ORDER OF PRECEDENCE. In the event of an inconsistency between the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Research Agreement;
B. Appendix A-Statement of Work;
C. Other provisions, documents and/or specifications which are attached to and expressly incorporated by reference into this Agreement.

23. COUNTERPARTS. This Agreement may be executed in duplicate counterparts, which taken together shall constitute one single representation between the Parties.

The Parties have caused this Agreement to be executed by their authorized representative.

Texas A&M Engineering Experiment Station	City of Bastrop
	MS
By: _____	By: _____
Name: Lester L. Crenwelge LLC.	Name: _____
Title: Associate Director, Contracts and Grants	Title: _____
Date: 12/22/2021	Date: _____

APPENDIX A
STATEMENT OF WORK

Update Geographic Information System (GIS) Databases and Develop Asset Management Framework for the City of Bastrop

Francisco Olivera and Ivan Damnjanovic, Texas A&M University

Budget Justification

Trip to Bastrop. During the project, two trips to Bastrop will be conducted. The cost of mileage of each trip is estimated in $100.
Workshop. A workshop at Bastrop will be held. Expenses include two trips to Bastrop as well as supplies needed for conducting the event.
Graduate Student. Student worker appointed for 12.5 hours per week, for one year, at a rate of $20 per hour.
Francisco Olivera. One month of summer salary or equivalent.
Ivan Damnjanovic. One quarter of a month of summer salary or equivalent.

Item	**Approximate cost**
Trip to Bastrop	$200
Workshop	$1,500
Graduate student	$13,550
Francisco Olivera	$15,162
Ivan Damnjanovic	$4,078
Direct cost	**$34,490**
Indirect cost (51.5%)	$17,762
Total	**$52,252**

Update Geographic Information System (GIS) Databases and Develop Asset Management Framework for the City of Bastrop

Francisco Olivera and Ivan Damnjanovic, Texas A&M University

1. Goals and Requirements

The goal of this project is to update the City of Bastrop's infrastructure spatial database and make it suitable for the future use in asset management applications.

The updating of the infrastructure spatial database will be conducted in the most recent Geographic Information System (GIS) software platform, ArcGIS Pro. It will consist of digitizing spatial data and entering their corresponding attributes provided by the City. From interactions with the City, it is understood that there are complete areas that lack spatial data. Spatial features will be attributed with information provided by the City but also, as part of the development of the asset management framework, recommendations will be made to include additional attributes that are deemed to help asset management in the future.

2. Scope of Work

Task 1. Asses the Status of the Existing Infrastructure Spatial Database

In this task, we will survey the City's existing infrastructure database. This survey will pay particular attention to: (1) consistency in the file format of the different datasets; (2) consistency in the naming of the datasets, and in the naming of the attributes; (3) consistency in the spatial accuracy; and (4) assessment of the area covered by the current datasets.

Task 2. Develop a Consistent Database Schema for the Infrastructure Spatial Database

In this task, and depending on the findings of Task 1, we will propose a database schema consisting of a geodatabase and, if needed, feature datasets to store all the infrastructure data. Additionally, feature class and attributes names, and suggested relationships between classes, will be proposed.

Task 3. Populate the Proposed Infrastructure Spatial Database

In this task, we will import all existing spatial data to the proposed geodatabase and organize them according to the database schema of Task 2. Feature classes and attributes will/might-need-to be renamed to match the database schema.

Task 4. Digitize Spatial Data

In this task, we will digitize spatial data in dwg or pdf format provided by the City of Bastrop. Once digitized, they will be imported to the proposed geodatabase and organize them according to the database schema of Task 2. Feature class and attribute names will match the geodatabase schema.

Task 5. Training Workshop

In this task, we will organize a one-day workshop to present the details of the database schema. This presentation will include a discussion on the relevance of each attribute and on how they can used for asset management. We will also provide guidelines for updating it as future data becomes available. Finally, tips for transitioning to ArcGIS Pro from ArcGIS and learning materials will be provided.

Task 6. Prepare Final Report

In this task, we will prepare a final report documenting Tasks 1 through 5.

3. Schedule and Budget

The proposal is structured as a 1 year project.

Task\Month	Hrs	1	2	3	4	5	6	7	8	9	10	11	12
Task 1	150												
Task 2	190												
Task 3	190												
Task 4	300												
Task 5													
Task 6	40												

The estimated resources required to complete the project scope as listed below:

Item	**Approximate cost**
Trip to Bastrop	$200
Workshop	$1,500
1 Graduate student (hourly)	$13,550
1.5 months Francisco Olivera salary	$15,162
0.5 months Ivan Damnjanovic salary	$4,078
Direct cost	**$34,490**
Indirect cost (51.5%)	$17,762
Total	**$52,252**

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM:** 9E

TITLE:
Hold a public hearing and consider action on the first reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, , as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting, and move to include on the January 25, 2022, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:
Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:
The applicant has submitted an application for a Zoning Concept Scheme (ZCS) for Bastrop Business and Industrial Park (Exhibit A). The request is to rezone part of the Bastrop Business and Industrial Park from P2 Rural to PEC Employment Center and establish development standards for the entire Park including the area zoned PEC.

Please see the attached Report Memo for analysis and policy explanation.

RECOMMENDATION:
Approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed.

ATTACHMENTS:
- Report Memo
- Ordinance
- Exhibit A: Zoning Concept Scheme
- Attachment 1: Location Map
- Attachment 2: Applicant's Project Description Letter
- Attachment 3: Property Owner Notice
- Attachment 4: Property Owner Notice Responses
- Attachment 5: Zoning Map
- Attachment 6: Future Land Use Map
- Presentation

TO: Paul A. Hofmann, City Manager

From: Jennifer C. Bills, Director of Planning & Development

Date: December 30, 2021

Subject: Bastrop Business and Industrial Park Zoning Concept Scheme

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ITEM DETAILS:

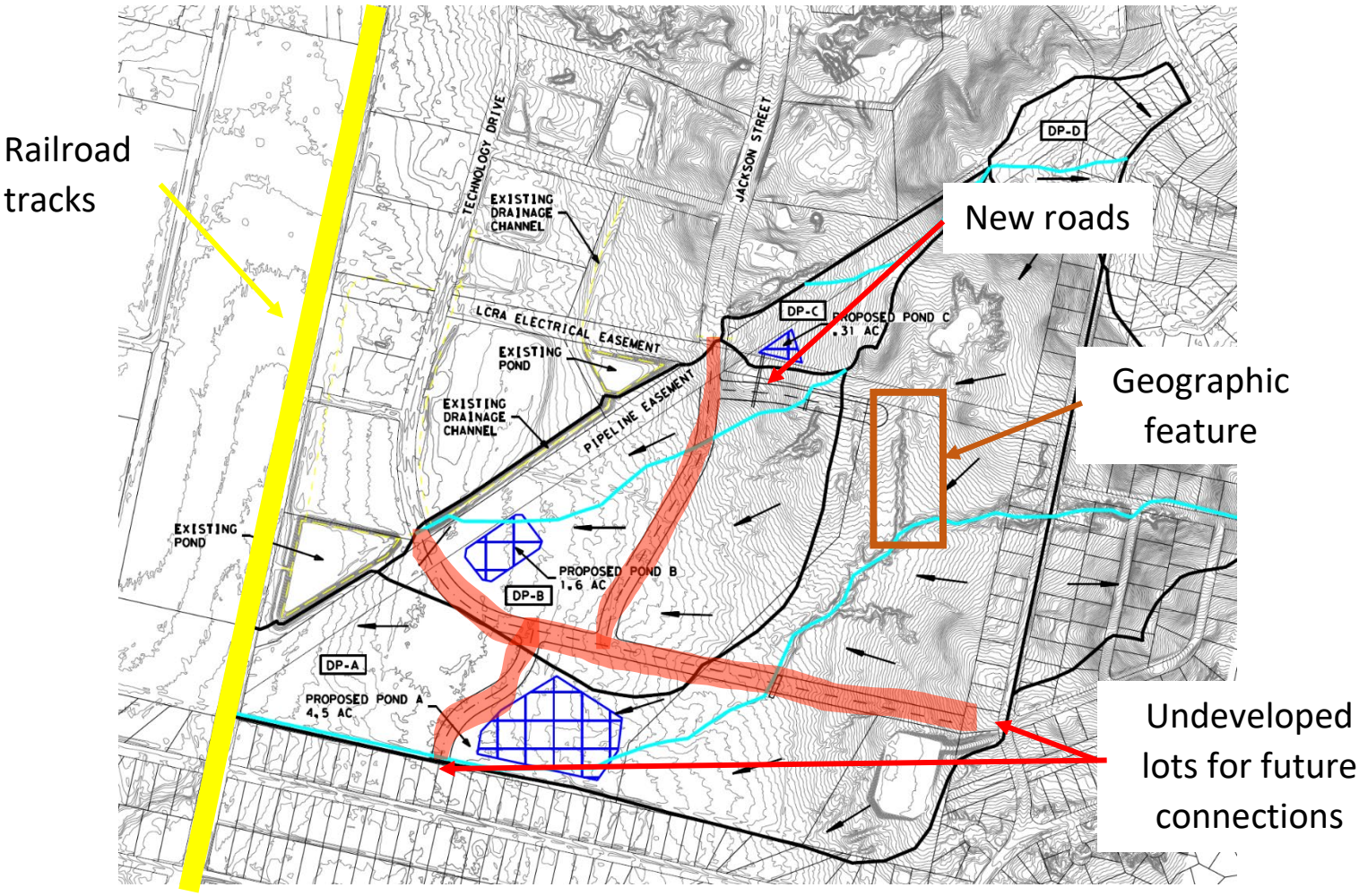
Site Address:	South of Technology Dr. and Jackson St. (Attachment 1)
Total Acreage:	146.213 acres
Acreage Rezoned	78.128 acres
Legal Description:	78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D
Property Owner:	Bastrop Economic Development Corporation
Agent Contact:	Jean Riemenschneider/BEDC
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P-EC Employment Center/P2 Rural
Proposed Zoning:	P-EC Employment Center
Character District:	Pine Village
Future Land Use:	Industry

BACKGROUND/HISTORY:

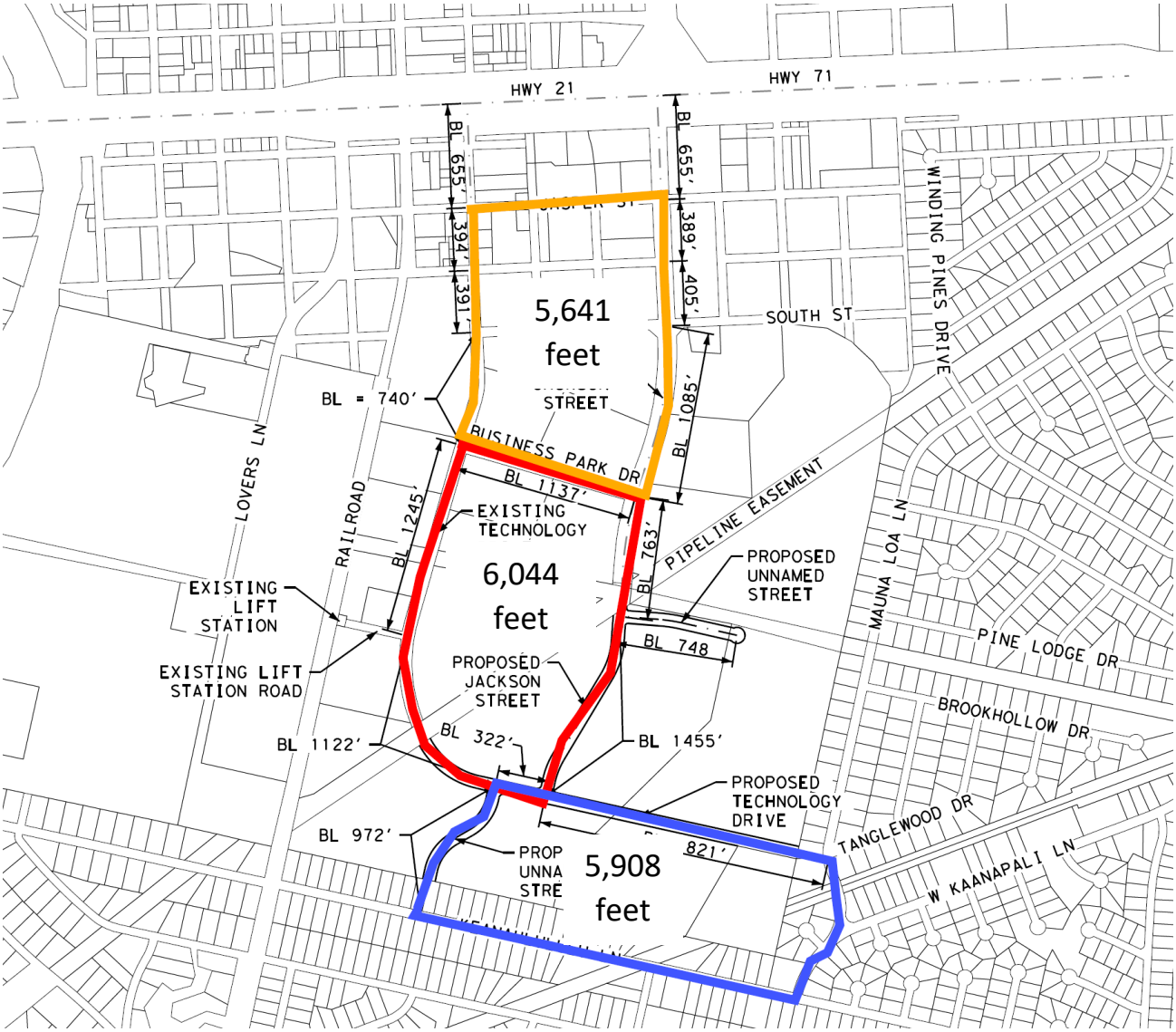
The applicant has submitted an application for a Zoning Concept Scheme (ZCS) for Bastrop Business and Industrial Park (Exhibit A). The request is to rezone part of the Bastrop Business and Industrial Park from P2 Rural to PEC Employment Center and establish development standards for the entire Park including the area zoned PEC.

Place Type Employment Center is defined in the code as "Areas that by their function, deposition, or configuration cannot, or should not, conform to one or more of the Place Types. EC shall be used for job creation centers and Building forms that do not fit within the character of the Place Types. The Development Standards set in the B^3 Code for PEC are based on Place Type 5 zoning but have several standards that are left blank and are intended to be determined during the ZCS, Neighborhood Regulating Plan, or on individual sites by Warrant.

The proposed ZCS plans for the extensions of Technology Drive, S. Jackson Street, and two additional future streets. The base development standards call for the 720-foot block grid, however this area has a number of existing developed and geographic features.



To the west, the entire development is bounded by the Union Pacific Railroad. To the south and east, the property is bounded by existing residential lots. The ZCS lines up the future road extensions with currently vacant lots. To the east of the future road extension from S. Jackson Street, there is a ravine that would require additional infrastructure and the road would connect through developed residential lots. Due to these conditions, the block lengths will exceed 720 feet and the block perimeter or 2,880 feet. See block perimeter diagram below.



Zoning Concept Schemes also take into account the variety of place type zoning districts in a pedestrian shed. For this area, the applicant has shown four pedestrian sheds covering the existing P2 Place Type. For the Pedestrian Shed mix, PEC is not a required Place Type, as it is considered on a case-by-case basis. As there is no minimum for P2 Rural zoning, the change to PEC does not reduce the compliance with the Pedestrian Shed requirements.

Landscape plans for overall style and Street Type compliance are also considered. The landscape plan conceptually addresses the requirements, showing an emphasis on landscaping on the secondary street frontages and states that the development will provide street trees. Compliance with this regulation is verified upon review of the Public Improvement Plans and Site Development Plans. For the Street Type, the ZCS refers to the Regional Commercial cross section, which can be modified during the Public Improvement Plan review by the City Engineer to meet existing natural and built conditions of the existing development.

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed with no major issues. With the new development, the plan identifies three new potential drainage ponds to mitigate the new development.

PUBLIC COMMENTS:

Property owner notifications were sent to 70 adjacent property owners on December 2, 2021 (Attachment 4). At the time of this report, 5 responses have been received, 2 in favor, 1 with no objection and 2 opposed (Attachment 5). Additionally, two owners of one residential ETJ property to the south spoke at the P&Z meeting and were concerned about what kind of buffer/separation would be provided at the southern border of the park.

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – The Industry character area supports light industrial, and warehousing and distribution, land uses. Activities within this character area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry character area may also support some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

- Land uses should be located on and take vehicular access from arterial roads, or from industrial streets which lead directly to arterial streets.
- Substantial landscaping should be placed in required yards to enhance buffering and screening. The maintenance of existing tree cover in required yards should be encouraged to meet landscaping requirements.

The proposed PEC and Zoning Concept Scheme is in compliance with the Future Land Use Plan.

Compliance with Bastrop Building Block (B^3) Code:

B^3 CODE INTENT (See Executive Summary)

The code is built around three core intents:

- Fiscal Sustainability

New development and redevelopment must be done with a focus on the intersection of the Public and Private Realms. This is the area where city and utility infrastructure are maintained in an efficient manner and the commercial development creates a complete neighborhood.

The development provides street and infrastructure connections with a Conceptual Utility Plan and Conceptual Drainage Plan that shows the extension of the stormwater system, water system and wastewater system that includes the need for a future lift station.

- Geographically Sensitive Developments

Development will retain its natural form and visual character, which is derived from the topography and native environment.

This area has several drainage areas that will require additional detention ponds within the development. On three sides, the development is bounded by existing development (railroad, single-family development). The ZCS has identified two additional opportunities for future connectivity through currently undeveloped lots. The future street extension east of S. Jackson Street is shown as a dead end due to existing topography.

- Perpetuation of Authentic Bastrop

The B³ Code will perpetuate the built form that has been predominate over the City's 189-year history. The recent trend of allowing parking and automobile traffic as the predominate feature has created a pattern that is contrary to the historical building patterns of the city and creates sites/buildings that are not adaptable and sustainable in the long-term.

The connection of Technology Drive and S. Jackson Street furthers the neighborhood's development in the same built form that was established in the earlier phases of the Bastrop Business and Industrial Park. The architectural styles proposed are in accordance with the existing style of development in the Park and include primary frontage architectural encroachments.

B³ Code ARTICLE 5.1 INTENT OF DEVELOPMENT PATTERNS

(b) The Development Pattern type will be used to guide the creation of the Zoning Concept Scheme and Neighborhood Regulating Plan (see Article 2-3 Neighborhood Regulating Plans in B3 Technical Manual) configurations suitable for different geographies and Character Districts.

The Character District of this project is Pine Village, which allows for Traditional Neighborhood Development (TND) using the standard building block pattern. The development is proposing the TND form by providing internal blocks and external future connections to create new blocks with existing streets.

SEC. 5.2.002 TND STANDARDS

1. Detail the block perimeters, block lengths, pedestrian shed area, place type allocations per B³ Code 3.2.002b.

In PEC Mix, the block perimeter maximum is 2880 feet. This is the distance around one farm lot, which is a block length of 720 feet. The zoning concept scheme proposes three complete large blocks (6,044 feet and 5,908 feet, 5,641 feet) and two incomplete blocks on the west and east sides of the development (bounded by the railroad and Pine Forest Unit VI).

Four quarter-mile radii over the P2 Rural around creates the pedestrian sheds for the area. The goal of a pedestrian shed is to ensure the neighborhood created is walkable. Allocations of various place types provide variety in a neighborhood to promote a complete neighborhood. Place type changes to PEC are considered on a case-by-case basis and are not included in the standard place type allocation percentages. This allows for additional factors unique to the needs of employment center sites to be considered wholistically for both the neighborhood and the community at large. The pedestrian sheds in this area show proximity of potential housing and commercial development to the Park.

PLANNING & ZONING COMMISSION RECOMMENDATION:
The P&Z Commission held a public hearing and made a recommendation to approve the Zoning Concept Scheme request with the condition that a 75-foot greenbelt buffer must be provided along the south and east sides of the park in which trees cannot be removed. The recommendation was approved by a vote of 6-1.

STAFF RECOMMENDATION:
Hold public hearing and consider action on the first reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, , as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting, and move to include on the January 25 2022, Consent Agenda for second reading.

ORDINANCE 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO APPROVE A CHANGE IN THE ZONING FOR 78.128 ACRES OUT OF LAND OUT OF BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK A, LOT 1 FROM P2 RURAL TO P-EC EMPLOYMENT CENTER, AND ESTABLISH THE BASTROP BUSINESS AND INDUSTRIAL PARK ZONING CONCEPT SCHEME ON 146.213 ACRES IN THE BASTROP BUSINESS AND INDUSTRIAL PARK SUBDIVISION, WITH THE CONDITION OF ADDING A 75-FOOT GREENBELT BUFFER ALONG THE SOUTH AND EAST SIDES OF THE PARK IN WHICH TREES CANNOT BE REMOVED, LOCATED SOUTH OF SH 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY AND ENFORCEMENT, PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about November 16, 2021, the Bastrop Economic Development Corporation has submitted a request for zoning modifications; and,

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and,

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is Industry, which allows for a wide range of commercial and retail uses; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on December 16, 2021, which made a recommendation to approve the requested zoning modifications with the condition that a 75-foot greenbelt buffer be added along the south and east sides of the property in which trees cannot be removed to provide buffering for the existing platted subdivision; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it necessary and proper to enact this Ordinance.

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

Section 1: The Property, 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 is rezoned from P2 Rural to P-EC Employment Center, and a Zoning Concept Scheme is established for 146.213 acres in the Bastrop Business and Industrial Park Subdivision, located south of SH 71, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A with the condition of a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed.

Section 2: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 3: All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

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

Section 7: This Ordinance shall be effective immediately upon passage and publication.

READ & ACKNOWLEDGE on First Reading on this the 11th day of January 2022.

READ & ADOPTED on Second Reading on this the 25th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

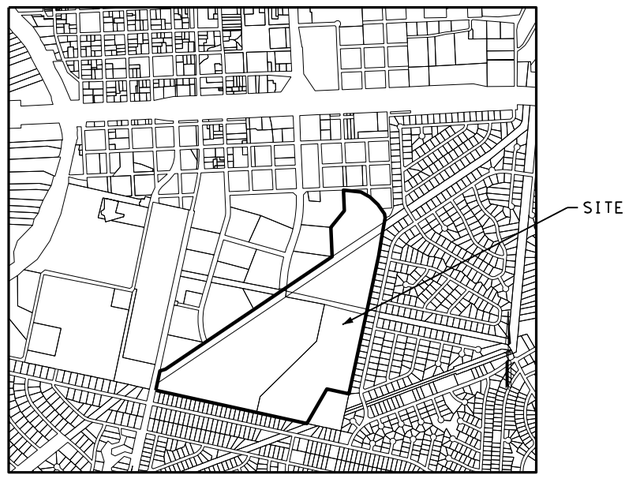
_____
Alan Bojorquez, City Attorney

BASTROP ECONOMIC DEVELOPMENT COUNCIL
PLANS FOR PROPOSED ZONING CHANGE

DECEMBER 2021

INDEX

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13	DRAINAGE CALCULATIONS
14	POND CALULATIONS
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LOCATION MAP
N. T. S.

PREPARED BY:

DOUCET & ASSOCIATES

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Austin, Texas 78735, Phone: (512)-583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

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EXPLANATION OF THE CODE

The B³ Code is organized in a hierarchal structure from the highest scale, Citywide planning, to the smallest scale, the Lot and Building. This Code builds neighborhoods inclusive of all Place Types necessary to live in close proximity to services, a variety of housing types, and close access to nature. The location of a Place Type is handled by geographically determined Standards. The Place Types, align with the Street Types, the Frontage types, and Building Types to ensure all the components of the neighborhood work together in harmony. Each section of the Code provides Standards that guide development to be holistic to each Building, Street, Block, and neighborhood.

B³ DEVELOPMENT TABLES

The following B³ Development Tables contain the details necessary to develop using the Code. The text of the Code explains the Standards and how they are applied. They work together to create complete neighborhoods in a variety of forms and patterns.

	P1	P2	P3	P4	P5	EC
BLOCKS - *SEC. 7.4.002*						
BLOCK LENGTH MAX.	UNLIMITED	720 FT	330 FT	330 FT	330 FT	720 FT
BLOCK PERIMETER MAX.	UNLIMITED	2,880 FT	1,320 FT	1,320 FT	1,320 FT	2,880 FT
STREETS - *ARTICLE 7.2*						
BOULEVARD	NP	NP	NP	P	P	P
AVENUE	NP	NP	P	P	P	P
CONNECTOR	NP	P	P	P	P	P
NEIGHBORHOOD STREET I	NP	P	P	P	NP	NP

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
NEIGHBORHOOD STREET II	NP	P	P	P	NP	NP
COMMERCIAL STREET I	NP	NP	NP	NP	P	P
COMMERCIAL STREET II	NP	NP	NP	NP	P	P
COURT STREET	NP	NP	P	P	P	P
SLIP STREET	NP	NP	P	P	P	P
PARK DRIVE	P	P	P	P	P	NP
BOARDWALK	NP	NP	NP	NP	P	P
PEDESTRIAN STREET	NP	NP	P	P	P	NP
PEDESTRIAN SHEDS						
PLACE TYPE ALLOCATION PER PED SHED*	Varies	Varies	10-35%	25-75%	5-20%	Varies

* Place Type allocation for Traditional Neighborhood Development.

CIVIC SPACE - *ARTICLE 7.5*						
PARK	P	P	P	NP	NP	NP
GREEN	NP	NP	P	P	P	P
SQUARE	NP	NP	NP	P	P	P
PLAZA	NP	NP	NP	NP	P	P
PLAYGROUND	P	P	P	P	P	P
COMMERCIAL PLACE	NP	NP	NP	P	P	P
POCKET PARK	NP	NP	P	P	P	P

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
COURT	NP	NP	P	P	P	P
CLOSE	NP	NP	P	P	P	P
BUILDING TYPES - *ARTICLE 6.5*						
REARYARD						
COMMERCIAL	NP	NP	NP	NP	P	P
APARTMENT	NP	NP	NP	P**	P	P
ROWHOUSE	NP	NP	NP	P	P	P
SIDEYARD						
SIDEYARD	NP	NP	NP	P	P	P
COURTYARD						
COURTYARD HOUSE	NP	NP	NP	P	P	P
COURTYARD APARTMENT BUILDING	NP	NP	NP	P**	P	P
EDGEYARD						
RANCH HOUSE, VILLA	NP	P	P	NP	NP	NP
HOUSE	NP	P	P	P	NP	NP
DUPLEX	NP	P	P	P	NP	NP
TRIPLEX, FOURPLEX	NP	NP	NP	P	NP	NP
ENCROACHMENT TYPES - *SEC. 6.5.002*						

** SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
PORCH	NP	P	P	P	NP	NP
DOORYARD	NP	NP	NP	P	P	P
TERRACE	NP	NP	NP	P	P	P
STOOP	NP	P	NP	P	P	P
LIGHTWELL	NP	NP	NP	P	P	P
GALLERY	NP	NP	NP	P	P	P
ARCADE	NP	NP	NP	NP	P	P
LOT OCCUPATION - *SEC. 6.3.008*						
LOT COVERAGE		40% max	60% max	70% max	80% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		10 ft - no max	10 ft - 25 ft*	5 ft - 15 ft	2 ft - 15 ft	25 ft no max
BUILDING HEIGHT IN STORIES - *SEC. 6.5.003*						
PRINCIPAL BUILDING	NP	2 max	2 max	3 max**	5 max / 3 max Downtown	5 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max	2 max	2 max	NP
FIRST LAYER ENCROACHMENTS - *SEC. 6.5.002*						

* Lots exceeding 1/2 acre may extend Build-to-Line up to 60 ft from the Frontage Line.

**SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

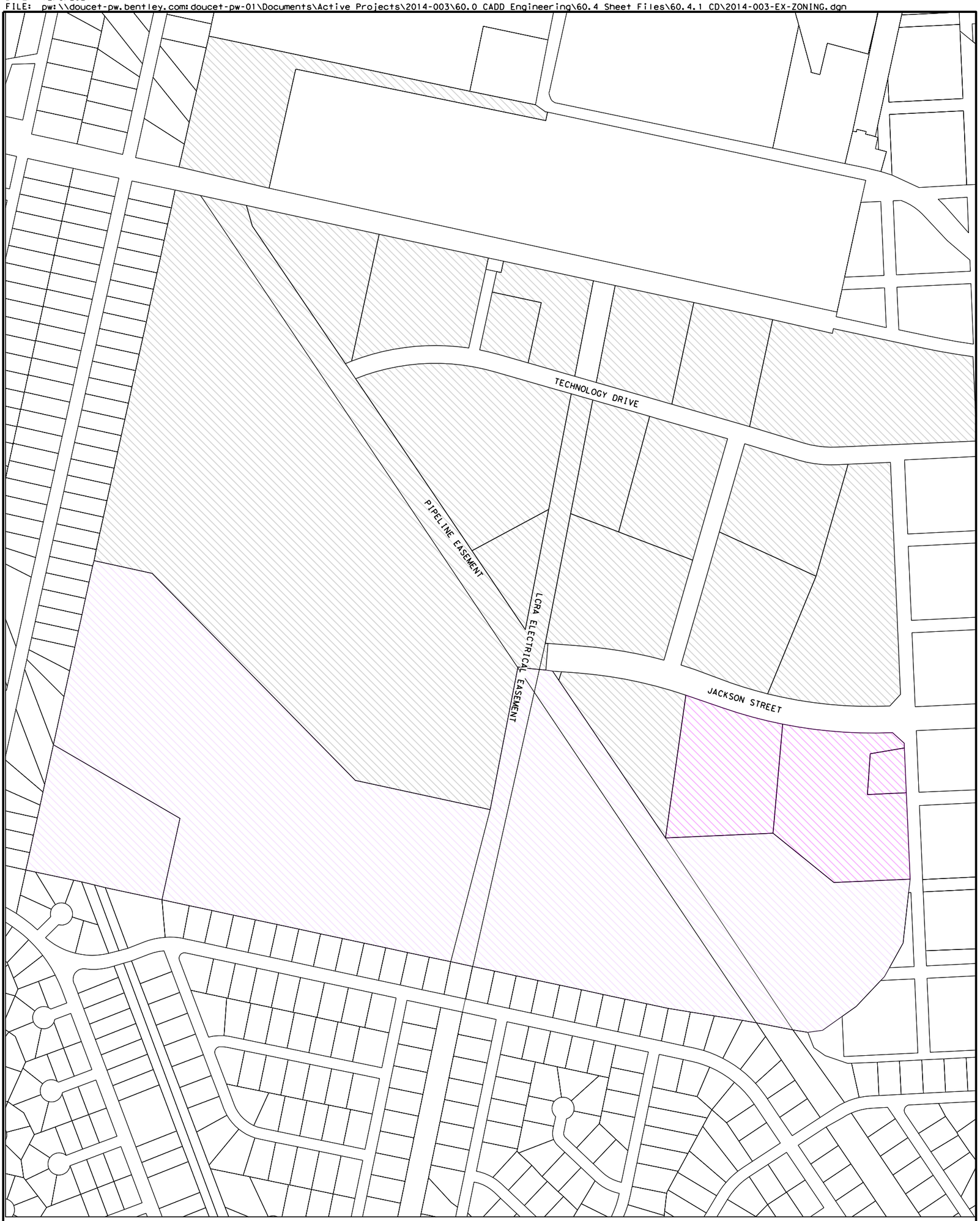
	P1	P2	P3	P4	P5	EC
OPEN PORCH	NP	50% max	50% max	80% max	NP	NP
BALCONY AND/OR BAY WINDOW	NP	25% max	25% max	50% max	100% max	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	NP	100% max	100% max	50% max
R.O.W. ENCROACHMENTS - *SEC. 6.5.002*						
AWNING, GALLERY, OR ARCADE				to within 2 ft. of the Curb		
ENCROACHMENT DEPTHS - *SEC. 6.5.002*						
PORCH		5 ft min	8 ft min	8 ft min	NP	NP
GALLERY		NP	NP	10 ft min	10 ft. min.	10 ft min
ARCADE		NP	NP	NP	12 ft. min.	NP
PARKING LOCATION - *SEC. 6.3.006*						
SECOND LAYER		P	P	NP	NP	NP
THIRD LAYER		P	P	P	P	P
SIGNAGE - *CH. 8*						
ADDRESS SIGN	P	P	P	P	P	P
AWNINGS & SIGNS	NP	NP	NP	P	P	P
BAND SIGNS	NP	NP	NP	P	P	P

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
BLADE SIGNS	NP	NP	NP	P	P	P
MARQUEE SIGNS	NP	NP	NP	NP	P	P
NAME PLATE SIGNS	NP	NP	NP	P	P	P
OUTDOOR DISPLAY CASE	NP	NP	NP	P	P	P
SIDEWALK SIGNS	NP	NP	NP	P	P	P
WINDOW SIGNS	NP	NP	NP	P	P	P
YARD SIGNS	NP	NP	NP	P	NP	P
MONUMENT SIGN	NP	NP	NP	NP	P	P
PUBLIC LIGHTING TYPES - *SEC. 7.5.005*						
COBRA HEAD	P	P	NP	NP	NP	P
PIPE	P	P	P	P	P	P
POST		P	P	P	P	P
COLUMN			P	P	P	P
DOUBLE COLUMN						

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EC - EMPLOYMENT CENTER

P5 - CORE

P2- RURAL

NOT TO SCALE

SHEET NO.
8 OF 16

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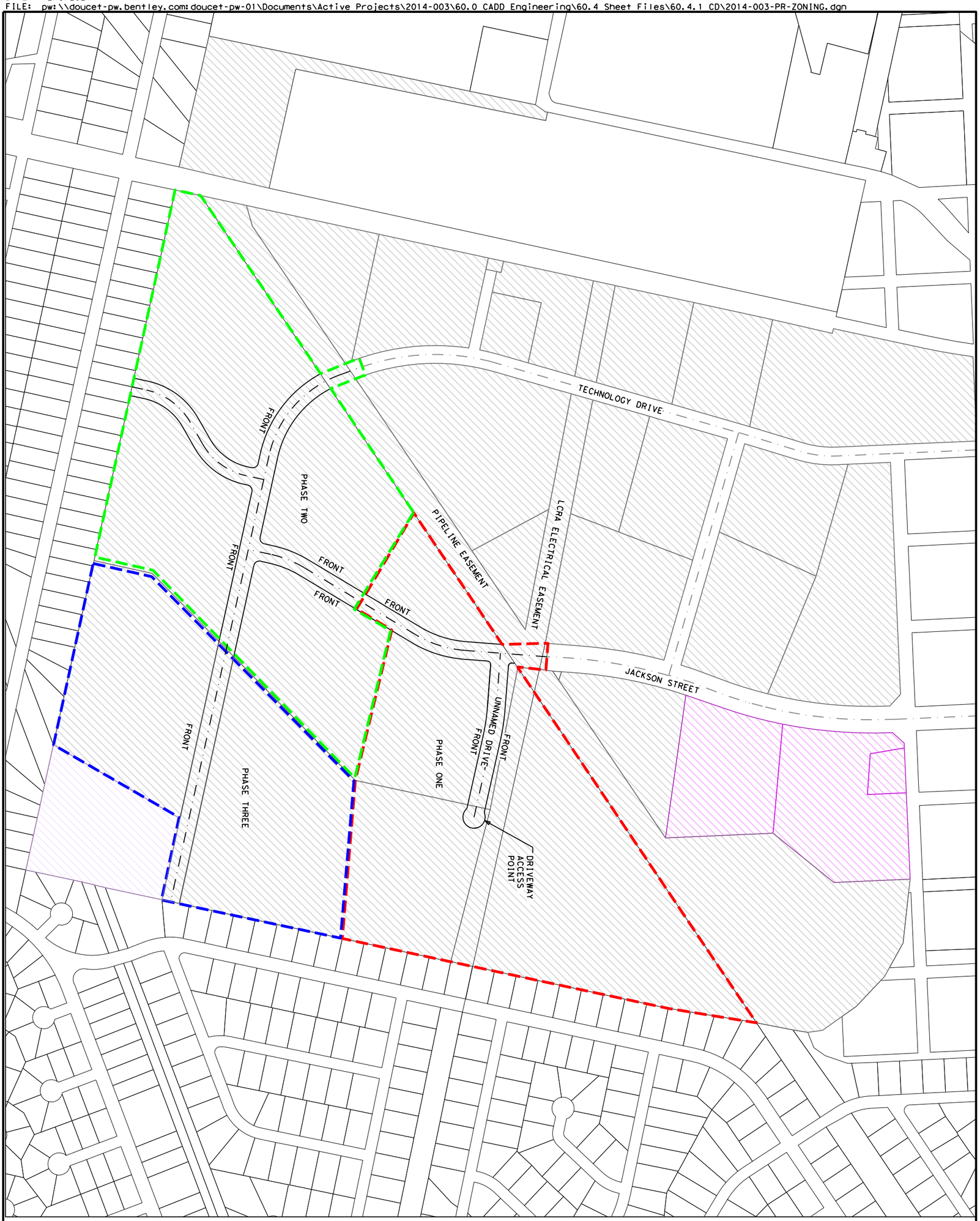
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EXISTING ZONING MAP

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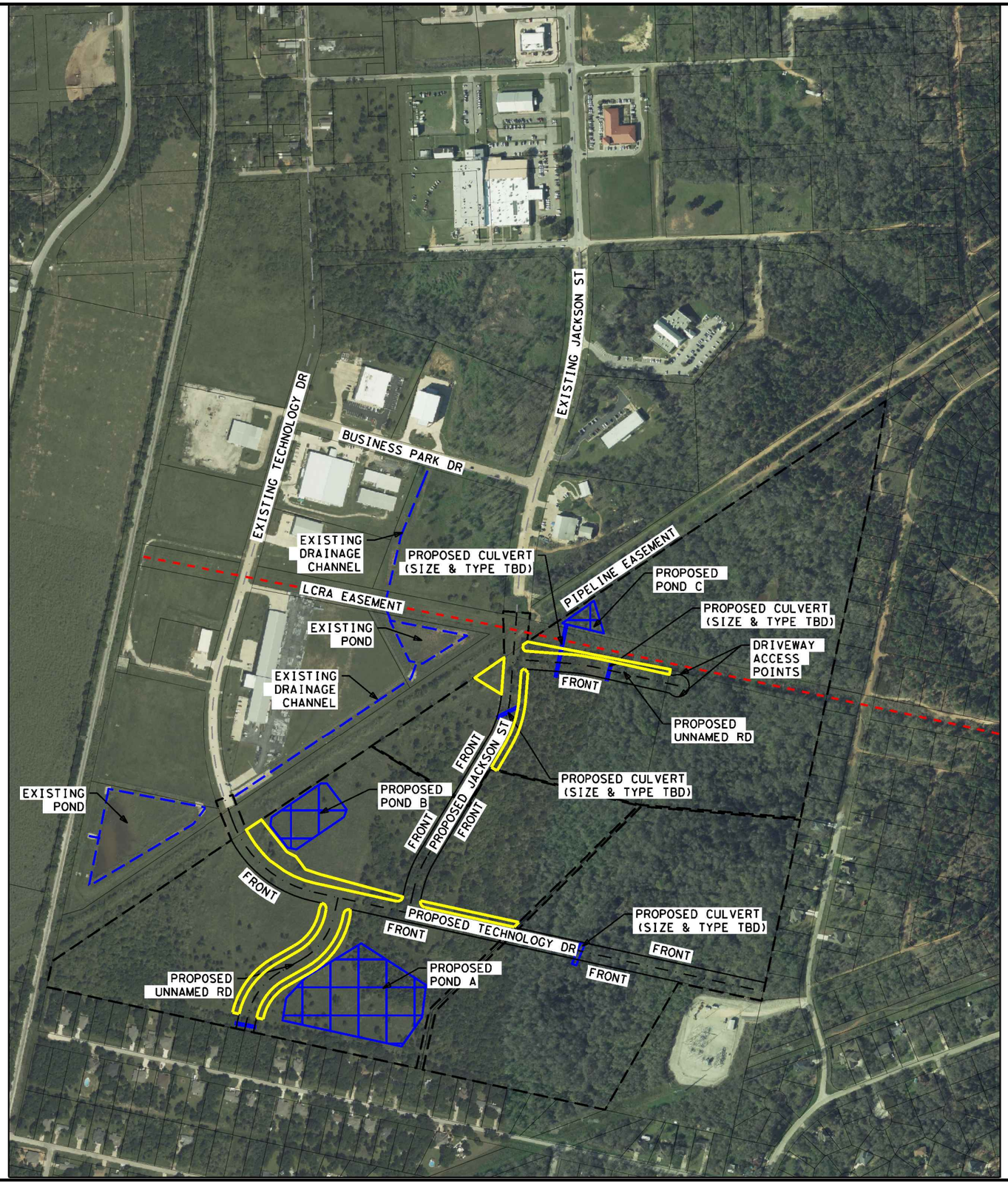
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PROPOSED ZONING MAP

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250 500
0 50

LANDSCAPING AREA

PHASE BOUNDARIES

NOTES
1. ALL EXISTING TREES 24 INCHES AND GREATER WILL BE AVOIDED AND PROTECTED.
2. STREET TREES SHALL BE PROVIDED ALONG PUBLIC ROADWAYS.

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LANDSCAPE MAP

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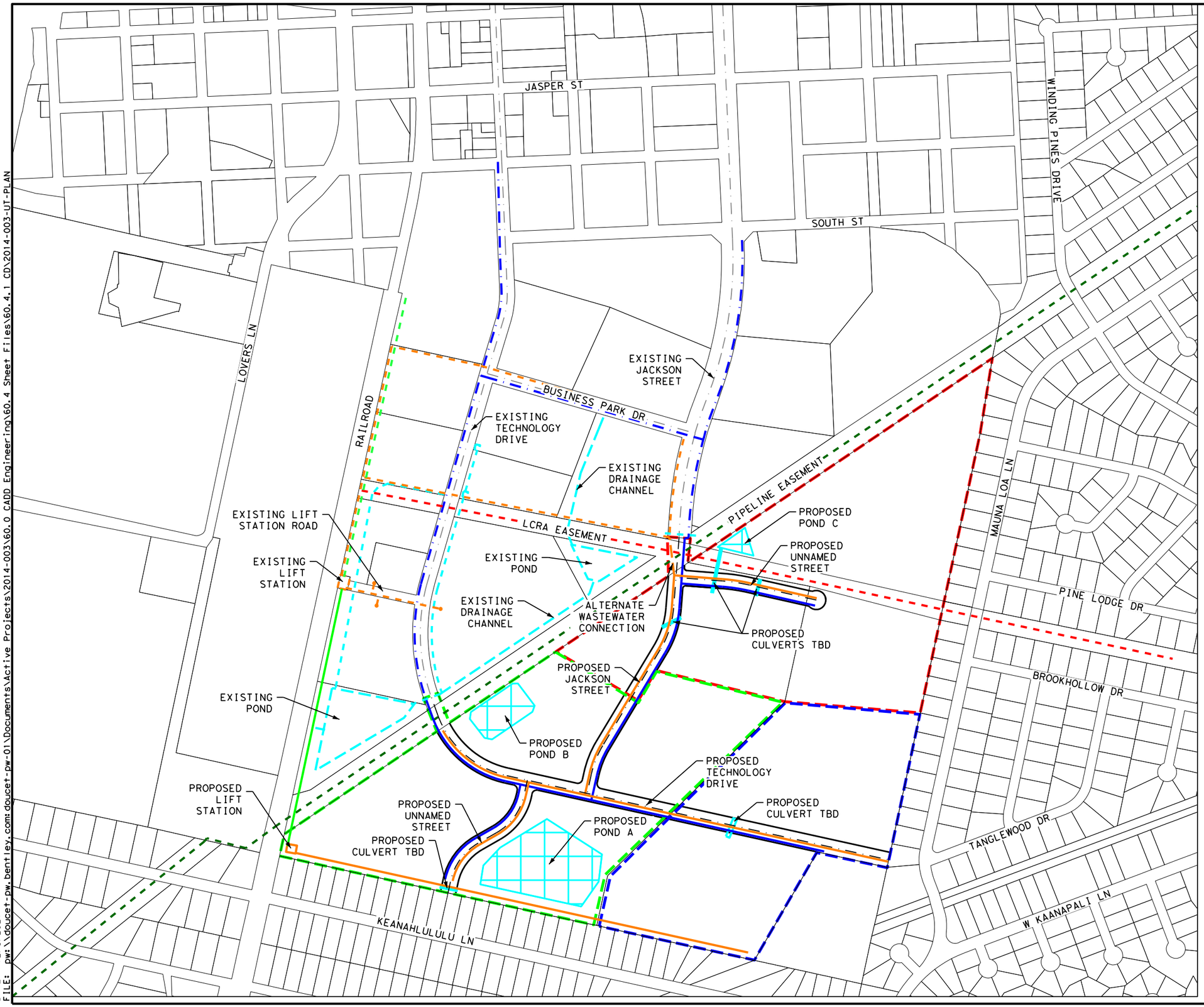
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10 OF 16

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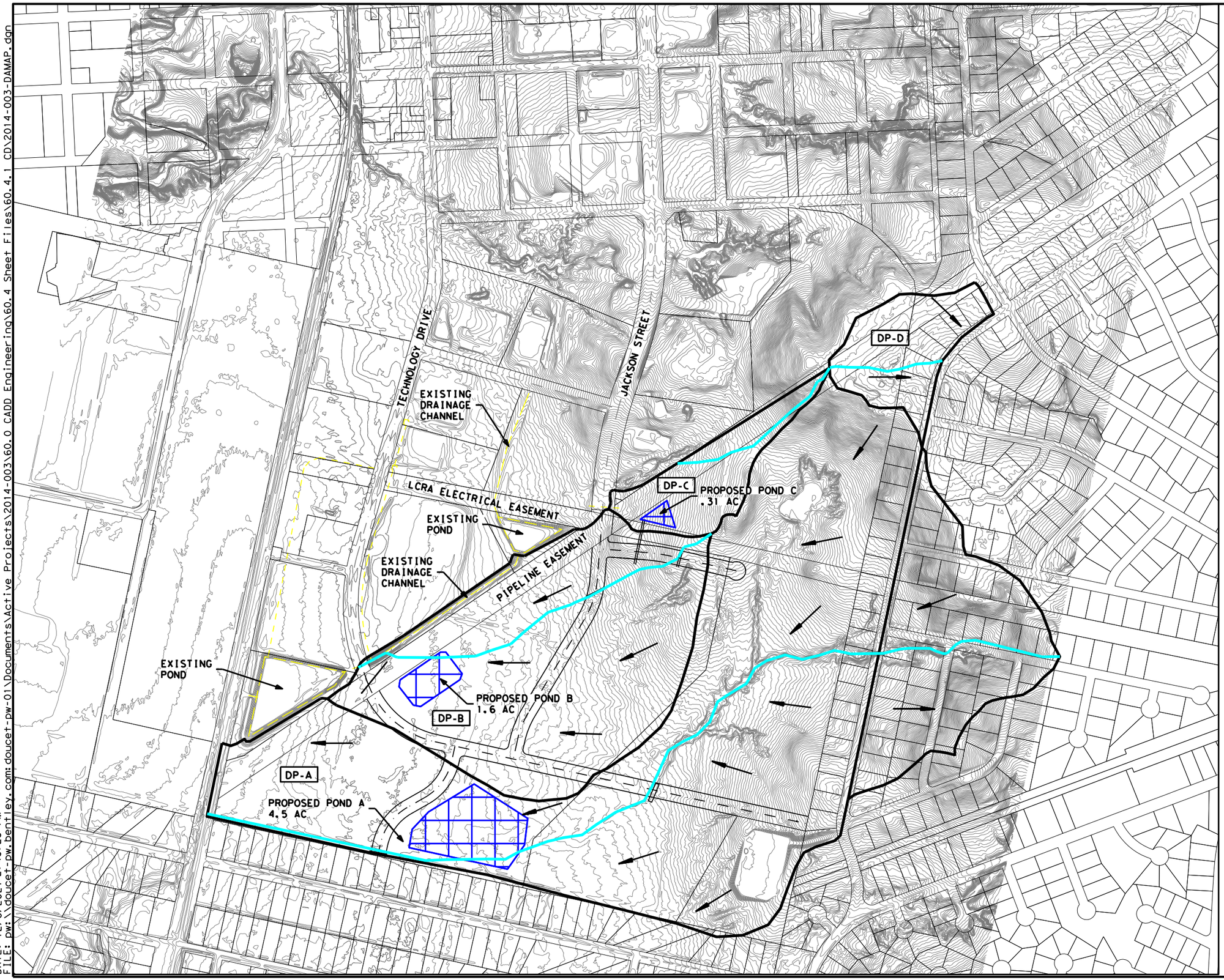
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UTILITY LAYOUT

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DRAINAGE AREA MAP

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12 OF 16

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Bastrop
Existing Condition - "C" Value Calculations

D.A. Number	Drainage Area (SF)	Drainage Area (Ac)	Impervious Cover (SF)	I.C. (%)	Comp. C_2	Comp. C_{10}	Comp. C_{25}	Comp. C_{100}
DP-A	5,106,466	117.23	0	0%	0.35	0.41	0.45	0.52
DP-B	1,885,344	43.28	0	0%	0.31	0.36	0.40	0.47
DP-C	331,110	7.60	0	0%	0.35	0.41	0.45	0.52
DP-D	366,879	8.42	0	0%	0.31	0.36	0.40	0.47
TOTAL	7,689,800	**176.53**	**0**	**0%**				

Bastrop
Developed Condition (ULTIMATE) - "C" Value Calculations

D.A. Number	Drainage Area (SF)	Drainage Area (Ac)	Impervious Cover (SF)	I.C. (%)	Comp. C_2	Comp. C_{10}	Comp. C_{25}	Comp. C_{100}
DP-A	5,106,466	117.23	4,085,173	80%	0.64	0.72	0.77	0.85
DP-B	1,885,344	43.28	1,508,276	80%	0.64	0.72	0.77	0.85
DP-C	331,110	7.60	264,888	80%	0.64	0.72	0.77	0.85
DP-D	366,879	8.42	293,503	80%	0.64	0.72	0.77	0.85
TOTAL	7,689,800	**176.53**	**6,151,840**	**80%**				

	Existing					
Storm Event	Slopes 0-2%		Slopes 2-7%		Slopes >7%	
C'	Pervious	Impervious	Pervious	Impervious	Pervious	Impervious
C_2	0.22	0.73	0.31	0.73	0.35	0.73
C_{10}	0.28	0.81	0.36	0.81	0.41	0.81
C_{25}	0.31	0.86	0.40	0.86	0.45	0.86
C_{100}	0.39	0.95	0.47	0.95	0.52	0.95

Bastrop
Existing Condition - "Tc" Value Calculations

Pt. of Conf.	Drainage Area	Area (Ac.)	Sheet Flow Length (ft)	Slope (ft/ft)	n	Tt_1 (min)	Shallow Flow Length (ft)	Slope (ft/ft)	Tt_2 (min)	Channel Flow Length (ft)	V (ft/s)	Slope (ft/ft)	n	Tt_4 (min)	Total Tc (min)
1	DP-A	117.23 Ac.	100	0.12	0.4	9.21 min	542	0.11	1.69 min	4504	4.00	0.04	0.03	18.77	**29.7 min**
2	DP-B	43.28 Ac.	100	0.05	0.4	13.07 min	1857	0.04	9.59 min	170	6.00	0.02	0.03	0.47	**23.1 min**
3	DP-C	7.60 Ac.	100	0.03	0.4	17.25 min	923	0.10	3.02 min	0	0.00	0	0	0.00	**20.3 min**
4	DP-D	8.42 Ac.	100	0.10	0.4	9.91 min	516	0.02	3.77 min	0	0.00	0	0	0.00	**13.7 min**

Bastrop
Developed Condition (ULTIMATE) - "Tc" Value Calculations

Pt. of Conf.	Drainage Area	Area (Ac.)	Sheet Flow Length (ft)	Slope (ft/ft)	n	Tt_1 (min)	Shallow Flow Length (ft)	Slope (ft/ft)	Tt_2 (min)	Channel Flow Length (ft)	V (ft/s)	Slope (ft/ft)	n	Tt_4 (min)	Total Tc (min)
1	DP-A	117.23 Ac.	100	0.12	0.4	9.21 min	542	0.11	1.69 min	4504	4.00	0.04	0.03	18.77	**29.7 min**
2	DP-B	43.28 Ac.	100	0.05	0.4	13.07 min	1857	0.04	9.59 min	170	6.00	0.02	0.03	0.47	**23.1 min**
3	DP-C	7.60 Ac.	100	0.03	0.4	17.25 min	923	0.10	3.02 min	0	0.00	0	0	0.00	**20.3 min**
4	DP-D	8.42 Ac.	100	0.10	0.4	9.91 min	516	0.02	3.77 min	0	0.00	0	0	0.00	**13.7 min**

BASTROP
Existing Condition - Runoff (Q) Calculations

Pt. of Conf.	D.A. Number	Drainage Area (Ac)	TOTAL I.C. (%)	Comp. C_2	Comp. C_{10}	Comp. C_{25}	Comp. C_{100}	TOTAL T_c (Min.)	i_2 (in/hr)	i_{10} (in/hr)	i_{25} (in/hr)	i_{100} (in/hr)	Q_2 (cfs)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{100} (cfs)
1	DP-A	117.23	0%	0.35	0.41	0.45	0.52	29.7	2.98	4.45	5.51	7.29	**122.21**	**213.84**	**290.58**	**444.53**
2	DP-B	43.28	0%	0.31	0.36	0.40	0.47	23.1	3.42	5.09	6.29	8.30	**45.82**	**79.37**	**108.84**	**168.87**
3	DP-C	7.60	0%	0.35	0.41	0.45	0.52	20.3	3.66	5.46	6.72	8.87	**9.74**	**17.00**	**23.00**	**35.06**
4	DP-D	8.42	0%	0.31	0.36	0.40	0.47	13.7	4.41	6.58	8.09	10.66	**11.53**	**19.96**	**27.27**	**42.18**

BASTROP
Developed Condition (ULTIMATE) - Runoff (Q) Calculations

Pt. of Conf.	D.A. Number	Drainage Area (Ac)	TOTAL I.C. (%)	Comp. C_2	Comp. C_{10}	Comp. C_{25}	Comp. C_{100}	TOTAL T_c (Min.)	i_2 (in/hr)	i_{10} (in/hr)	i_{25} (in/hr)	i_{100} (in/hr)	Q_2 (cfs)	Q_{10} (cfs)	Q_{25} (cfs)	Q_{100} (cfs)
1	DP-A	117.23	80%	0.64	0.72	0.77	0.85	29.7	2.98	4.45	5.51	7.29	**224.17**	**374.48**	**494.64**	**728.34**
2	DP-B	43.28	80%	0.64	0.72	0.77	0.85	23.1	3.42	5.09	6.29	8.30	**94.90**	**158.30**	**208.42**	**306.12**
3	DP-C	7.60	80%	0.64	0.72	0.77	0.85	20.3	3.66	5.46	6.72	8.87	**17.86**	**29.78**	**39.15**	**57.45**
4	DP-D	8.42	80%	0.64	0.72	0.77	0.85	13.7	4.41	6.58	8.09	10.66	**23.87**	**39.82**	**52.22**	**76.47**
												Increase in Flow From Existing to Developed Condition @ Point of Confulence 'DP-A' =	**101.96**	**160.64**	**204.05**	**283.81**
												Increase in Flow From Existing to Developed Condition @ Point of Confulence 'DP-B' =	**49.08**	**78.93**	**99.58**	**137.25**
												Increase in Flow From Existing to Developed Condition @ Point of Confulence 'DP-C' =	**8.12**	**12.77**	**16.15**	**22.39**
												Increase in Flow From Existing to Developed Condition @ Point of Confulence 'DP-D' =	**12.34**	**19.85**	**24.95**	**34.28**
												Increase in Overall Storm Flow from Site =	**171.50**	**272.20**	**344.74**	**477.74**

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TITLE: DRAINAGE CALCULATIONS

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POND A

Drainage / Detention Calculations

Modified Rational Method

DP-A

Onsite Existing Conditions			
Area	117.23	acres	
Time (Tc)	29.7	minutes	
C value	0.520		
I-100yr	7.29	in/hr	
Q100yr	**444.53**	**cfs**	**Allowable Release**

Onsite Proposed Conditions			
Area	117.23	acres	
Time (Tc)	29.7	minutes	
C value	0.850		
I-100yr	7.29	in/hr	
Q100yr	**728.34**	**cfs**	**Developed Runoff**

Runoff per Storm Event - Developed

Time (min.	I-100yr	C value	Area (ac)	Runoff (cfs)
10	11.82	0.85	117.23	1177.47
15	10.02	0.85	117.23	998.06
20	8.74	0.85	117.23	870.75
30	7.03	0.85	117.23	700.64
40	5.93	0.85	117.23	591.11
50	5.16	0.85	117.23	514.08
60	4.58	0.85	117.23	456.65
70	4.13	0.85	117.23	411.99
80	3.78	0.85	117.23	376.18
90	3.48	0.85	117.23	346.74
100	3.23	0.85	117.23	322.07
110	3.02	0.85	117.23	301.06
120	2.84	0.85	117.23	282.93
130	2.68	0.85	117.23	267.11
140	2.54	0.85	117.23	253.17

Inflow per Storm Event

Duration	Runoff	Inflow (ft^3)
10	1177.47	706,485
15	998.06	898,252
20	870.75	1,044,902
30	700.64	1,261,156
40	591.11	1,418,666
50	514.08	1,542,245
60	456.65	1,643,923
70	411.99	1,730,371
80	376.18	1,805,648
90	346.74	1,872,393
100	322.07	1,932,414
110	301.06	1,987,001
120	282.93	2,037,108
130	267.11	2,083,455
140	253.17	2,126,604

Outflow per Storm Event

Duration	Time	Release	Outflow (ft^3)
10	39.7	444.53	529,435
15	44.7	444.53	596,115
20	49.7	444.53	662,794
30	59.7	444.53	796,153
40	69.7	444.53	929,512
50	79.7	444.53	1,062,871
60	89.7	444.53	1,196,230
70	99.7	444.53	1,329,589
80	109.7	444.53	1,462,948
90	119.7	444.53	1,596,307
100	129.7	444.53	1,729,666
110	139.7	444.53	1,863,025
120	149.7	444.53	1,996,384
130	159.7	444.53	2,129,743
140	169.7	444.53	2,263,102

Detention Volume

Duration	Inflow	Outflow	Storage (ft^3)	
10	706,485	529,435	177,049	
15	898,252	596,115	302,137	
20	1,044,902	662,794	382,108	
30	1,261,156	796,153	465,002	
40	1,418,666	929,512	**489,154**	**<== Controls**
50	1,542,245	1,062,871	479,373	
60	1,643,923	1,196,230	447,692	
70	1,730,371	1,329,589	400,782	
80	1,805,648	1,462,948	342,700	
90	1,872,393	1,596,307	276,086	
100	1,932,414	1,729,666	202,747	
110	1,987,001	1,863,025	123,976	
120	2,037,108	1,996,384	40,723	
130	2,083,455	2,129,743	(46,288)	
140	2,126,604	2,263,102	(136,498)	

Depth (ft)	Acres
3	4.49

POND B

Drainage / Detention Calculations

Modified Rational Method

DP-B

Onsite Existing Conditions			
Area	43.28	acres	
Time (Tc)	23.1	minutes	
C value	0.470		
I-100yr	8.3	in/hr	
Q100yr	**168.87**	**cfs**	**Allowable Release**

Onsite Proposed Conditions			
Area	43.28	acres	
Time (Tc)	23.1	minutes	
C value	0.850		
I-100yr	8.3	in/hr	
Q100yr	**306.12**	**cfs**	**Developed Runoff**

Runoff per Storm Event - Developed

Time (min.	I-100yr	C value	Area (ac)	Runoff (cfs)
10	11.82	0.85	43.28	434.71
15	10.02	0.85	43.28	368.47
20	8.74	0.85	43.28	321.47
30	7.03	0.85	43.28	258.67
40	5.93	0.85	43.28	218.23
50	5.16	0.85	43.28	189.79
60	4.58	0.85	43.28	168.59
70	4.13	0.85	43.28	152.10
80	3.78	0.85	43.28	138.88
90	3.48	0.85	43.28	128.01
100	3.23	0.85	43.28	118.90
110	3.02	0.85	43.28	111.15
120	2.84	0.85	43.28	104.46
130	2.68	0.85	43.28	98.61
140	2.54	0.85	43.28	93.47

Inflow per Storm Event

Duration	Runoff	Inflow (ft^3)
10	434.71	260,826
15	368.47	331,625
20	321.47	385,766
30	258.67	465,605
40	218.23	523,756
50	189.79	569,379
60	168.59	606,918
70	152.10	638,834
80	138.88	666,625
90	128.01	691,266
100	118.90	713,425
110	111.15	733,579
120	104.46	752,077
130	98.61	769,188
140	93.47	785,118

Outflow per Storm Event

Duration	Time	Release	Outflow (ft^3)
10	39.7	168.87	201,124
15	44.7	168.87	226,455
20	49.7	168.87	251,785
30	59.7	168.87	302,446
40	69.7	168.87	353,107
50	79.7	168.87	403,768
60	89.7	168.87	454,429
70	99.7	168.87	505,090
80	109.7	168.87	555,751
90	119.7	168.87	606,412
100	129.7	168.87	657,073
110	139.7	168.87	707,734
120	149.7	168.87	758,395
130	159.7	168.87	809,056
140	169.7	168.87	859,717

Detention Volume

Duration	Inflow	Outflow	Storage (ft^3)	
10	260,826	201,124	59,702	
15	331,625	226,455	105,170	
20	385,766	251,785	133,981	
30	465,605	302,446	163,158	
40	523,756	353,107	**170,649**	
50	569,379	403,768	165,611	
60	606,918	454,429	152,489	
70	638,834	505,090	133,744	
80	666,625	555,751	110,874	
90	691,266	606,412	84,854	
100	713,425	657,073	56,352	
110	733,579	707,734	25,844	
120	752,077	758,395	(6,318)	
130	769,188	809,056	(39,868)	
140	785,118	859,717	(74,599)	

Depth (ft)	Acres
3	1.57

POND C

Drainage / Detention Calculations

Modified Rational Method

Captures flows from DP-D and DP-C

DP-D & C

						Total D & C
	DP-D Ex Q	42.18		DP-C Ex Q	35.06	77.24
	DP-D Prop Q	76.47		DP-C Prop Q	57.45	133.92

Onsite Existing Conditions						
Area	16.02	acres				
Time (Tc)		minutes	DP-D	DP-C	Total Acres	
C value			8.42	7.6	16.02	
I-100yr		in/hr				
Q100yr	**77.24**	**cfs**	**Allowable Release**			

Onsite Proposed Conditions			
Area	16.02	acres	
Time (Tc)		minutes	
C value			
I-100yr		in/hr	
Q100yr	**133.92**	**cfs**	**Developed Runoff**

Runoff per Storm Event - Developed

Time (min.	I-100yr	C value	Area (ac)	Runoff (cfs)
10	11.82	0.85	16.02	160.91
15	10.02	0.85	16.02	136.39
20	8.74	0.85	16.02	118.99
30	7.03	0.85	16.02	95.75
40	5.93	0.85	16.02	80.78
50	5.16	0.85	16.02	70.25
60	4.58	0.85	16.02	62.40
70	4.13	0.85	16.02	56.30
80	3.78	0.85	16.02	51.41
90	3.48	0.85	16.02	47.38
100	3.23	0.85	16.02	44.01
110	3.02	0.85	16.02	41.14
120	2.84	0.85	16.02	38.66
130	2.68	0.85	16.02	36.50
140	2.54	0.85	16.02	34.60

Inflow per Storm Event

Duration	Runoff	Inflow (ft^3)
10	160.91	96,544
15	136.39	122,750
20	118.99	142,790
30	95.75	172,343
40	80.78	193,867
50	70.25	210,755
60	62.40	224,649
70	56.30	236,463
80	51.41	246,750
90	47.38	255,871
100	44.01	264,073
110	41.14	271,533
120	38.66	278,380
130	36.50	284,713
140	34.60	290,610

Outflow per Storm Event

Duration	Time	Release	Outflow (ft^3)
10	39.7	77.24	91,993
15	44.7	77.24	103,579
20	49.7	77.24	115,165
30	59.7	77.24	138,337
40	69.7	77.24	161,509
50	79.7	77.24	184,681
60	89.7	77.24	207,853
70	99.7	77.24	231,025
80	109.7	77.24	254,197
90	119.7	77.24	277,369
100	129.7	77.24	300,541
110	139.7	77.24	323,713
120	149.7	77.24	346,885
130	159.7	77.24	370,057
140	169.7	77.24	393,229

Detention Volume

Duration	Inflow	Outflow	Storage (ft^3)	
10	96,544	91,993	4,551	
15	122,750	103,579	19,171	
20	142,790	115,165	27,626	
30	172,343	138,337	**34,006**	
40	193,867	161,509	32,358	
50	210,755	184,681	26,074	
60	224,649	207,853	16,796	
70	236,463	231,025	5,438	
80	246,750	254,197	(7,447)	
90	255,871	277,369	(21,498)	
100	264,073	300,541	(36,468)	
110	271,533	323,713	(52,180)	
120	278,380	346,885	(68,505)	
130	284,713	370,057	(85,343)	
140	290,610	393,229	(102,619)	

Depth (ft)	Acres
3	0.31

DOUCET & ASSOCIATES
Civil Engineering • Planning • Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735. Phone: (512)-583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

SCALE:
VERT:
HORZ:

DRAWN BY
DESIGNED BY
TITLE:

PROPOSED POND CALCULATIONS

NO.	REVISION	BY	DATE

SHEET NO.

DATE: 12/6/2021 2:46:27 PM
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EXISTING BUILDING ON TECHNOLOGY DR



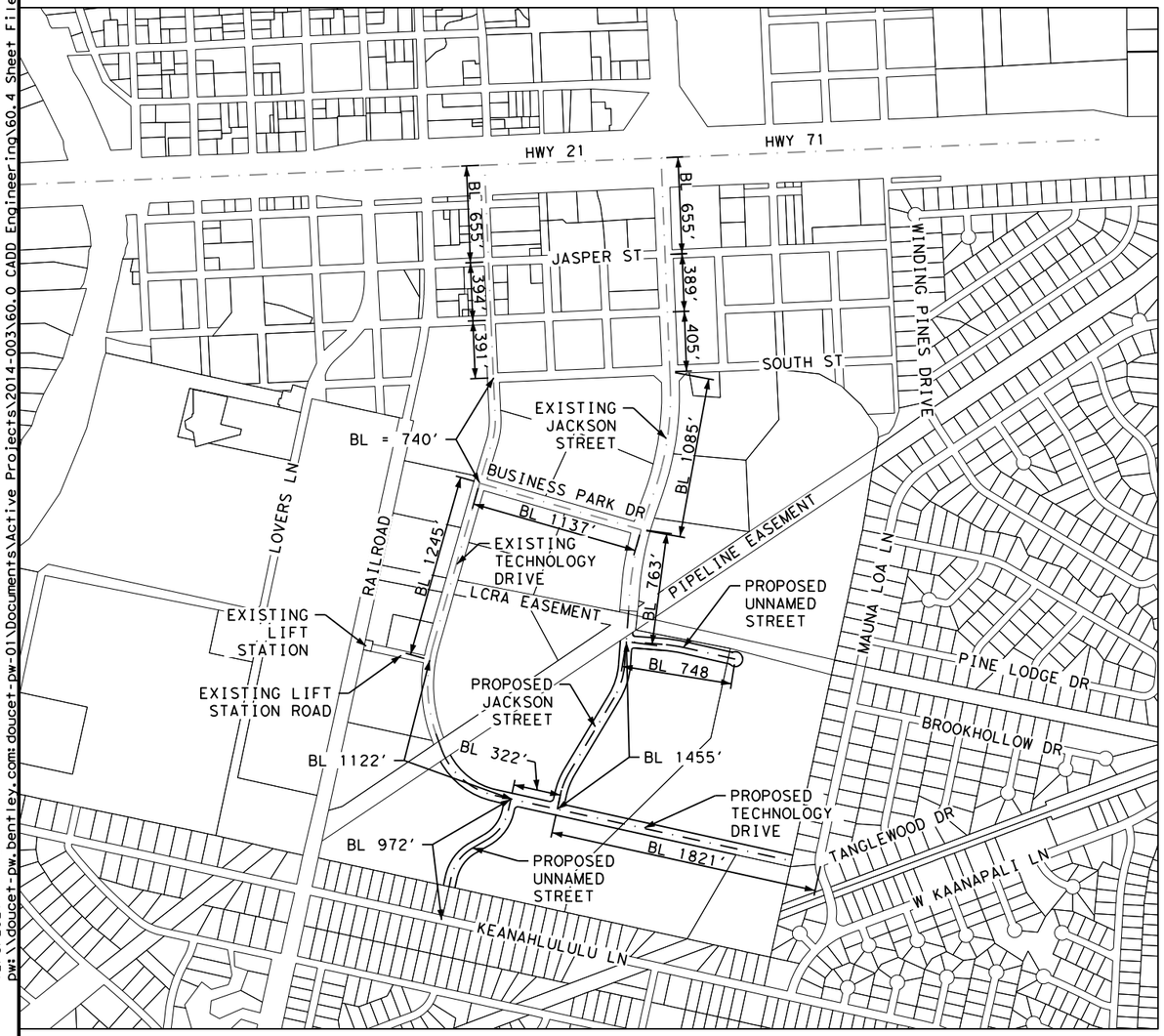
EXISTING BUILDING ON JACKSON ST



EXISTING BUILDING ON BUSINESS PARK DR



EXISTING BUILDING ON BUSINESS PARK DR



NOTES:
1. BL = BLOCK LENGTH
2. STREET TREES SHALL BE PROVIDED ALONG PUBLIC ROADWAYS.
3. A TIA MUST BE PERFORMED WITH FUTURE DEVELOPMENT ALONG BLOCKS THAT DO NOT MEET THE 720 BLOCK GRID/2800 PERIMITER REQURIEMENTS
4. DUE TO MARKET CONDITIONS, FINAL LOT, BUILDING SIZES, PARKING AREAS ARE IN FLUX. ALL BUILDING AND PARKING LOCATIONS AND STANDARDS WILL FOLLOW SUBMITTED DEVELOPMENT STANDARDS.
5. PROPOSED BUILDING SIZES CAN VARY FROM 3,000 SF TO 50,000 SF. BUILDING HEIGHT CAN VARY FROM ONE STORY TO FIVE STORIES.

0 100 500 1000

EXISTING ROADWAY CENTERLINE

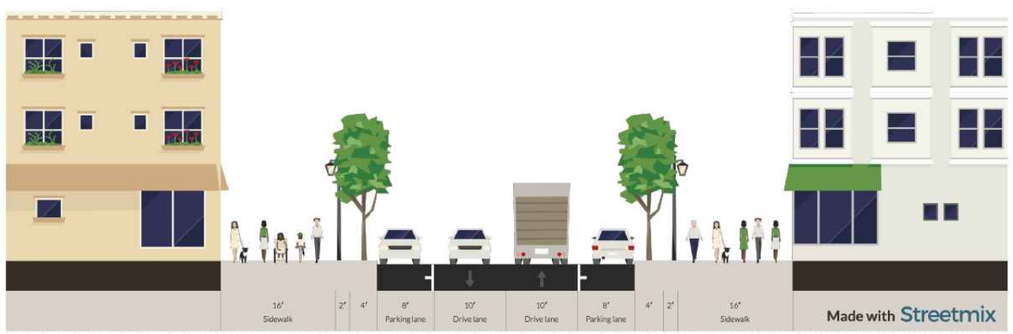
PROPOSED ROADWAY CENTERLINE

PROPOSED ROW BOUNDARY

PHASE BOUNDARY

The proposed Un-Named Street cannot connect to the east due to existing subdivision. Additionally, extending the road any further east will require a substantial drainage structure.

SEC. 7.3.003 PRIMARY MULTIMODAL STREET: REGIONAL COMMERCIAL



Street Type:	Two-way Street with parking	**Planter Type:**	Tree Well
Right-of-Way Width:	80 feet	**Curb Type:**	Standard 6-inch Curb
Pavement Width	36 feet	**Landscape Type:**	Trees at 30 feet O.C. average
Design Speed:	25 MPH	**Building Types Allowed:**	See B³ Code Article 6.5
Traffic Lanes:	Two lanes at 10 feet each	**Frontage Line Setback:**	See B³ Code Sec. 6.5.003
Parking Lanes	Both sides parallel at 8 feet, marked	**Private Frontage Allowed:**	See B³ Code Sec. 6.5.002
Curb Radius	15 feet	**Street Lights:**	Shielded Post and Column type
Walkway Type	16-foot Sidewalk	**Place Types:**	P5

TYPICAL CROSS SECTION

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735 Phone: (512)-583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

IFB #: IFB
PRECINCT: $PRECINCT$
SCALE:
VERT:
HORZ:
DRAWN BY: $DRAWN$
DESIGNED BY: $DESIGNED$
TITLE:

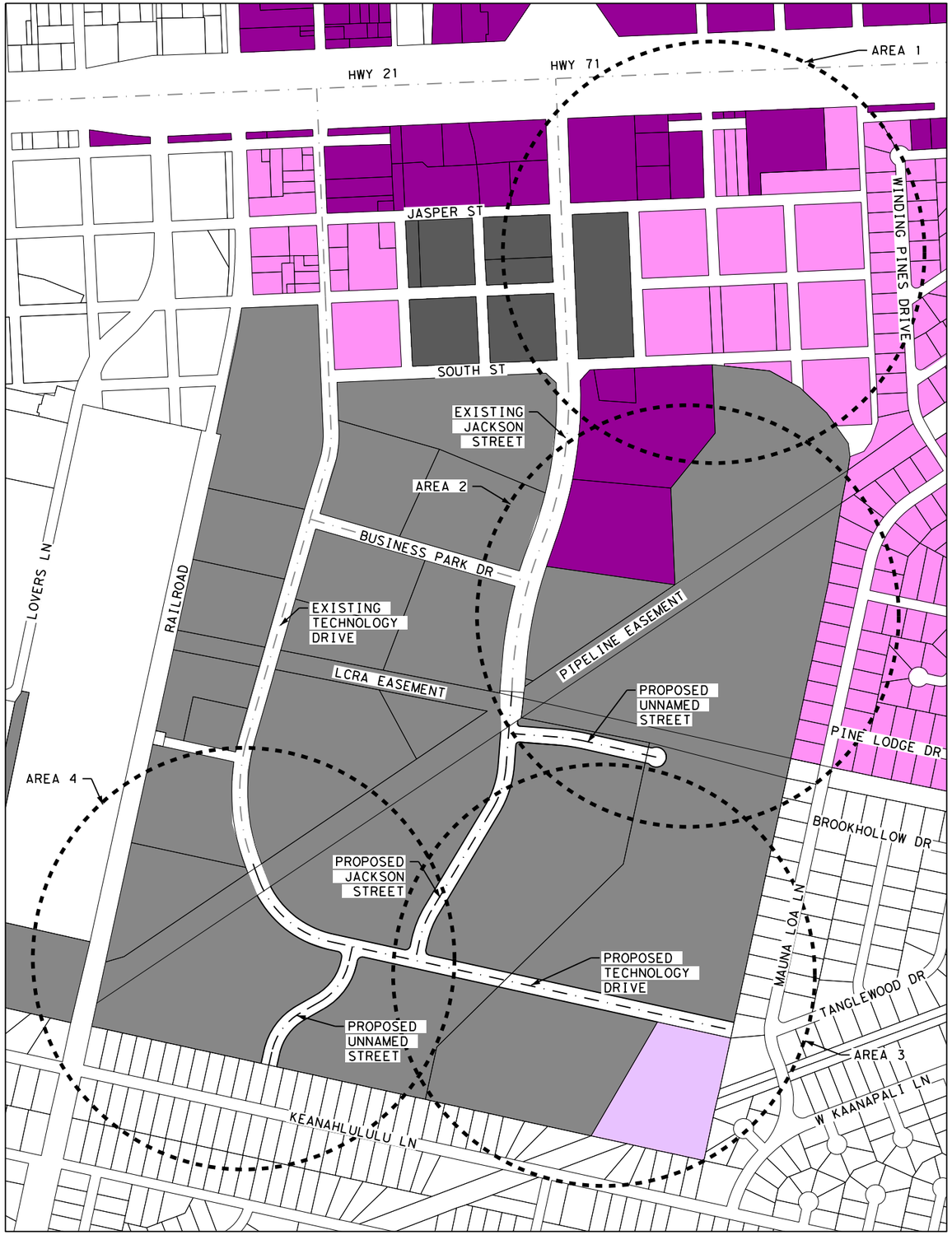
OVERALL TRANSPORTATION PLAN

PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF:
DAVID T. SPEICHER
94630
12/6/2021
NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NO.	REVISION	BY	DATE

SHEET NO.

DATE: 12/6/2021 2:46:36 PM
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NOT TO SCALE

PLACE TYPES

- PDD
- P1 - NATURE
- P2 - RURAL
- P3 - NEIGHBORHOOD
- P4 - MIX
- P5 - CORE
- PEC - EMPLOYMENT CENTER

B3 CODE REQUIREMENTS

P1 - NATURE	NO MIN.
P2 - RURAL	NO MIN.
P3 - NEIGHBORHOOD	10-35%
P4 - MIX	25-75%
P5 - CORE	5-20%
CS - CIVIL SPACE	10% MIN.

AREA 1							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
5.69%	7.72%	54.87%	0.00%	17.34%	0.00%	0.00%	85.62%
5.69%	0.00%	54.87%	0.00%	17.34%	0.00%	7.72%	85.62%
AREA 2							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	62.81%	9.27%	0.00%	10.24%	0.00%	0.00%	82.32%
0.00%	0.00%	9.27%	0.00%	10.24%	0.00%	62.81%	82.32%
AREA 3							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	63.31%	0.00%	0.00%	0.00%	0.00%	0.00%	63.31%
0.00%	8.45%	0.00%	0.00%	0.00%	0.00%	54.86%	63.31%
AREA 4							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	37.35%	0.00%	0.00%	0.00%	0.00%	21.64%	58.99%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	58.99%	58.99%

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
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Austin, Texas 78735 Phone: (512)-583-2600
www.DoucetEngineers.com
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SCALE:
VERT:
HORZ:

DRAWN BY: $DRAWN$
DESIGNED BY: $DESIGNED$
TITLE:

PEDESTRIAN SHED EXHIBIT

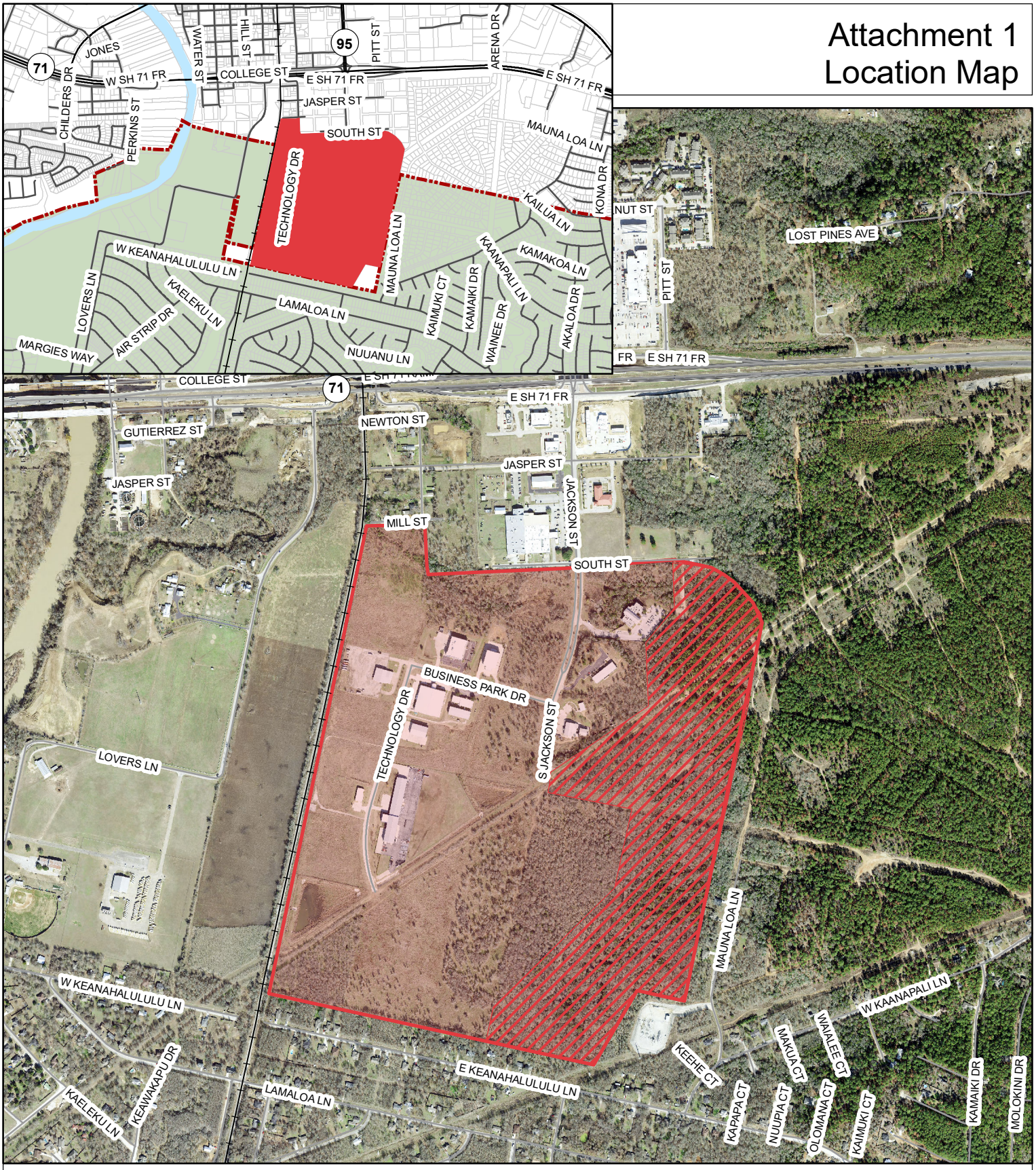
PRELIMINARY
DOCUMENT UNDER THE AUTHORITY OF
DAVID I. SPEICHER
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12/6/2021
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NO.	REVISION	BY	DATE

SHEET NO.

DATE: 12/6/2021 2:46:46 PM
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Attachment 1
Location Map





Zoning Concept Scheme
Business & Industrial Park

0 305 610 1,220
Feet

1 inch = 1,000 feet

N

Date: 12/2/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liablity or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
DoucetEngineers.com

November 16, 2021

Trey Job
Assistant City Manager for Community Development
Planning Director
City of Bastrop, TX

Reference: Zoning Scheme for Bastrop EDC Property

Dear Mr. Job

On behalf of the Bastrop EDC, we wish to change a portion of EDC's Business Park zoning. The EDC is requesting a change in zoning from P2 to EC for the property shown within the attachments.

A conceptual layout out plan showing the extension of Technology Drive, Jackson Street, and an additional street Brookhollow Drive. These streets divide the remainder business park property (south and East of the Gas Easement) into 5 large properties. As depicted on our zoning maps, we have identified the front of each newly formed property. This area will be for business (commercial and light industrial) only. Residential will not be permitted within the business park.

There are no existing Plats for this property and granting our zoning request will not be detrimental to the public health, safety, or welfare.

It is our opinion that the zoning change would better meet the Comprehensive plan.

Please accept our submission of the Zoning Scheme and associated Conceptual Drainage submittals.

Sincerely,

DOUCET & ASSOCIATES, INC.

David Speicher, PE, ENV SP
Director of Transportation and Public Works

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, December 16, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, January 11, 2022 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action on Zoning Concept Scheme for a change in zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D, located south of SH 71, from P2 Rural to PEC Employment Center, within the city limits of Bastrop, Texas.

Applicant(s):	Jean Riemenschneider / BEDC
Owner(s):	Bastrop Economic Development Corporation
Address(es):	South of Technology Dr. and Jackson St.
Legal Description:	78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1(FR), and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D

The site location map and a letter from the property owner is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information or to provide comments on this project, you may contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

✂ ----------

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: _____

Additional Comments (Optional):

_____

_____

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

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✂ ----------

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
- ☐ I am opposed to the request.
- ☒ I have no objection to the request.

Property Owner Name: Bluebonnet Trails Community Services

Property Address: 275 Jackson Street, Bastrop 78602

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): andrea.richardson@bbtrails.org

Property Owner's Signature: _____

Additional Comments (Optional):

_____

_____

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

12/15/21

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
- ☑ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Elizabeth Luquin Mcfarlane

Property Address: 387 Mauna Loa Ln.

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): lizziilu@gmail.com

Property Owner's Signature: _____

Additional Comments (Optional):

Do to the close proximity to proposed new zoning. I fear our safe community will be opened to unwanted theft. It will be ~~easy~~ easy access to our homes. Right now it is difficult to get around because of the terrain. Many have gotten stuck and lost in the area. Due to washed out roads and muddy or rocky roads.

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT
1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 •
www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- [x] I am in favor of the request.
- [ ] I am opposed to the request.
- [ ] I have no objection to the request.

Property Owner Name: JAMCO - JEMS LLC

Property Address: 409 TECHNOLOGY DR, BASTROP, TX

Mailing Address (if different than property address): 2160 KINGSTON CT, SUITE I MARIETTA, GA 30067

Phone (optional): 770-953-8485 Email (optional): _____

Property Owner's Signature: _____

Additional Comments (Optional):

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

Dear Property Owner:

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Applicant(s):	Jean Riemenschneider / BEDC
Owner(s):	Bastrop Economic Development Corporation
Address(es):	South of Technology Dr. and Jackson St.
Legal Description:	78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1(FR), and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D

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✂ ----------

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
- ☑ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Velma Marie Wilborn

Property Address: 398 Mama Loa Lane

Mailing Address (if different than property address): Same Bastrop TX 78602

Phone (optional): 512-985-8310 Email (optional): marie.wilborn@gmail.com

Property Owner's Signature: [signature]

Additional Comments (Optional):

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council

BASTROPTX
Heart of the Lost Pines
Est. 1832

Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, December 16, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, January 11, 2022 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action on Zoning Concept Scheme for a change in zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D, located south of SH 71, from P2 Rural to PEC Employment Center, within the city limits of Bastrop, Texas.

Applicant(s):	Jean Riemenschneider / BEDC
Owner(s):	Bastrop Economic Development Corporation
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✂ ----------

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☑ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Wayne William Hulshof

Property Address: Pine Forest Unit 6

Mailing Address (if different than property address): 2145 Breaks Ln Chuluota FL 32766

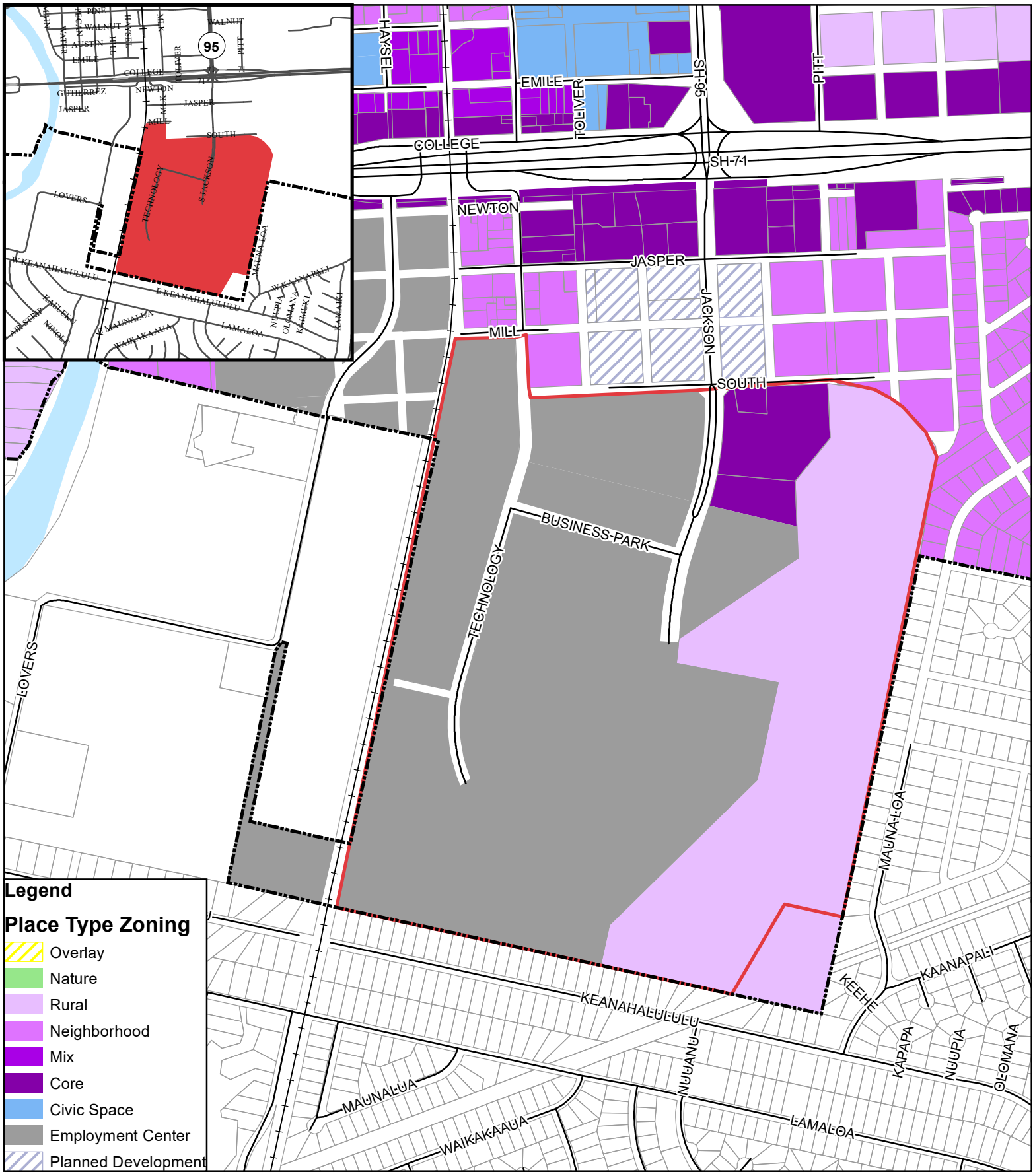
Phone (optional): 5127963040 Email (optional): wayne2612@att.net

Property Owner's Signature: Wayne Hulshof

Additional Comments (Optional):

just don't put in a pig farm

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme



Zoning Map
Bastrop Business and Industrial Park

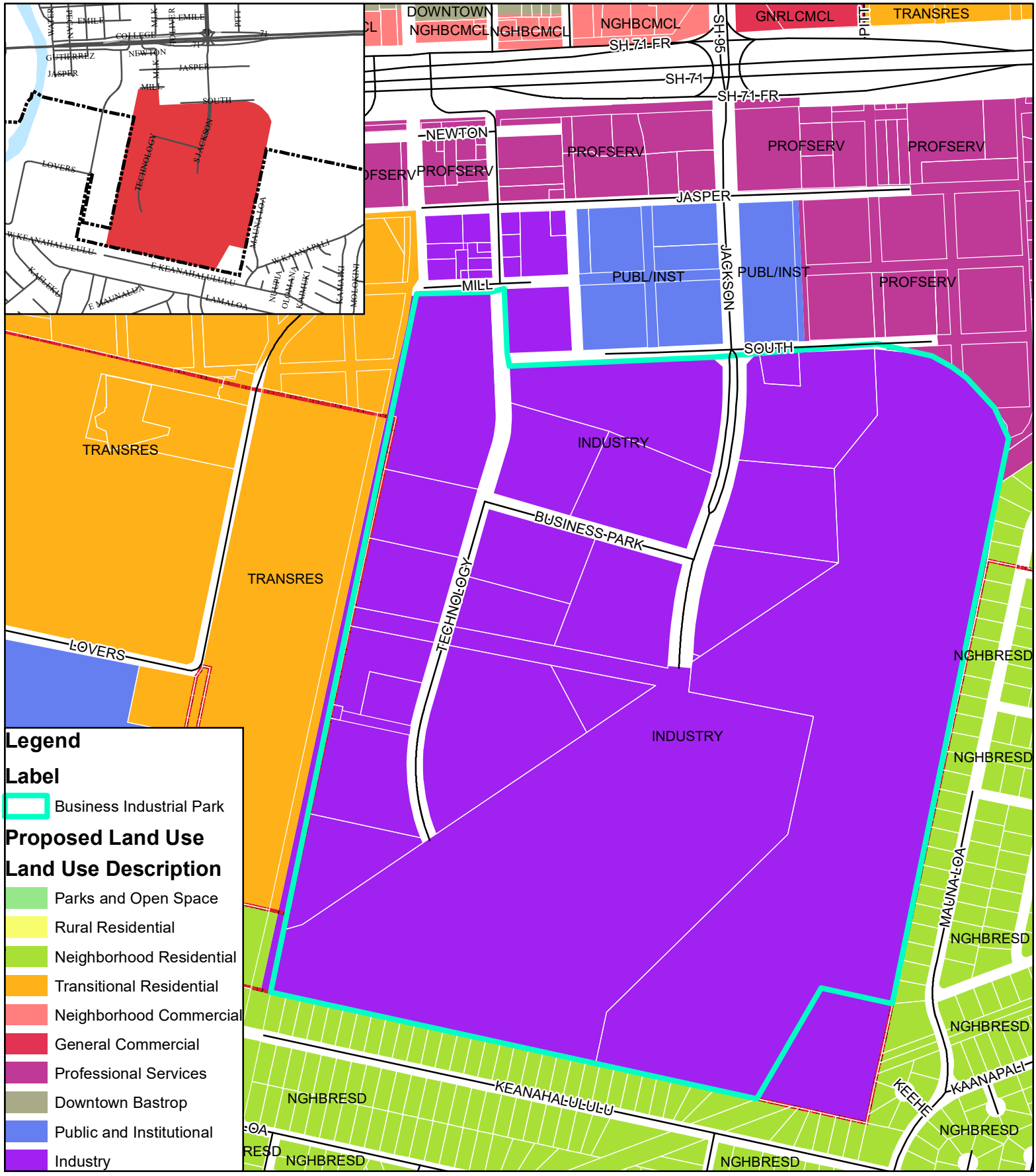
BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 800 feet

N

Date: 12/13/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liablity or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



BASTROPTX
Heart of the Lost Pines
Est. 1832

1 inch = 652.45 feet

Future Land Use Map
Zoning Concept Scheme Request

N

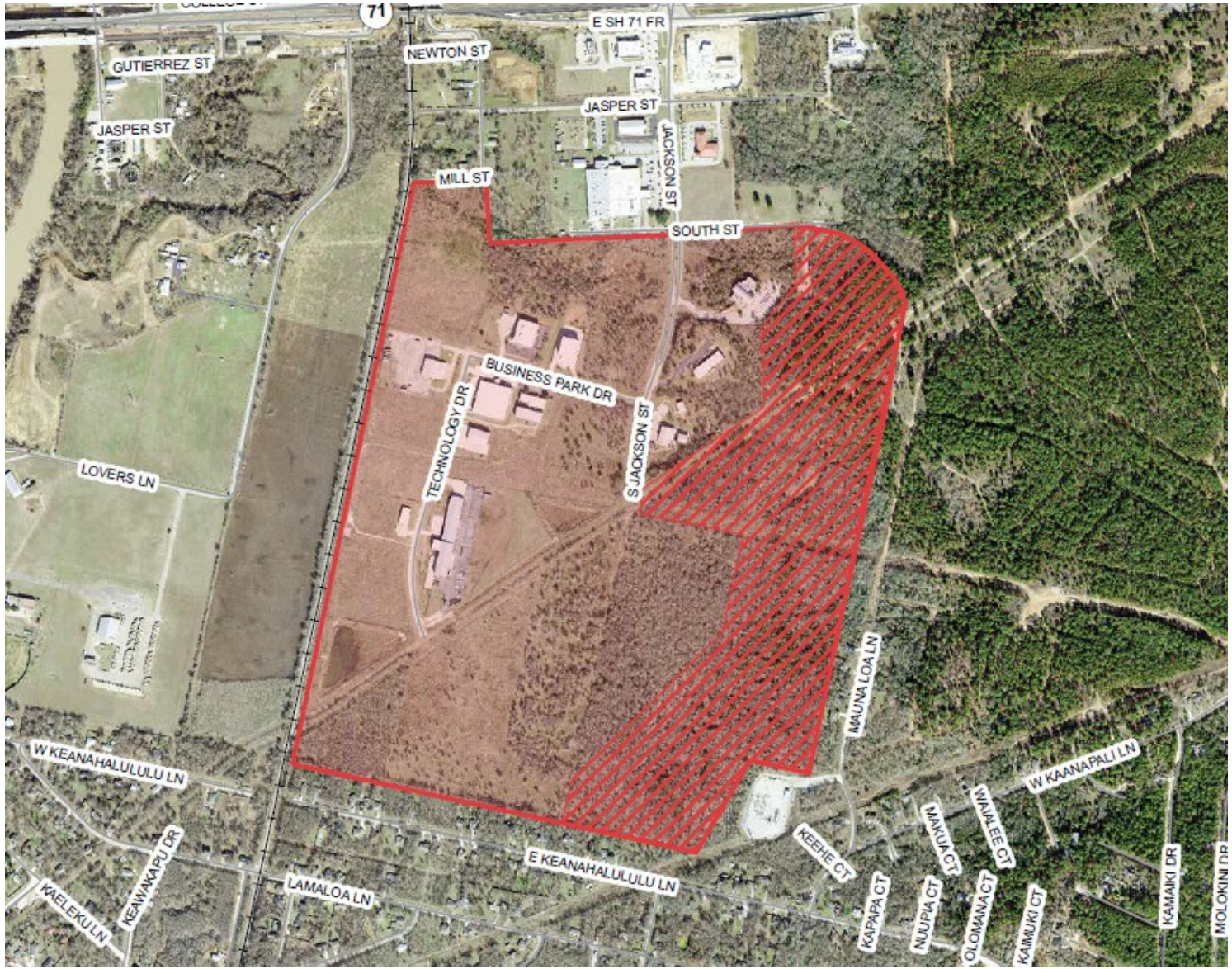
Date: 12/13/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liablity or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Items for Individual Consideration

Hold public hearing and conduct the first reading of Ordinance No. 2022-03 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, , as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting, and move to include on the January 25 2022, Consent Agenda for second reading.

Location Map



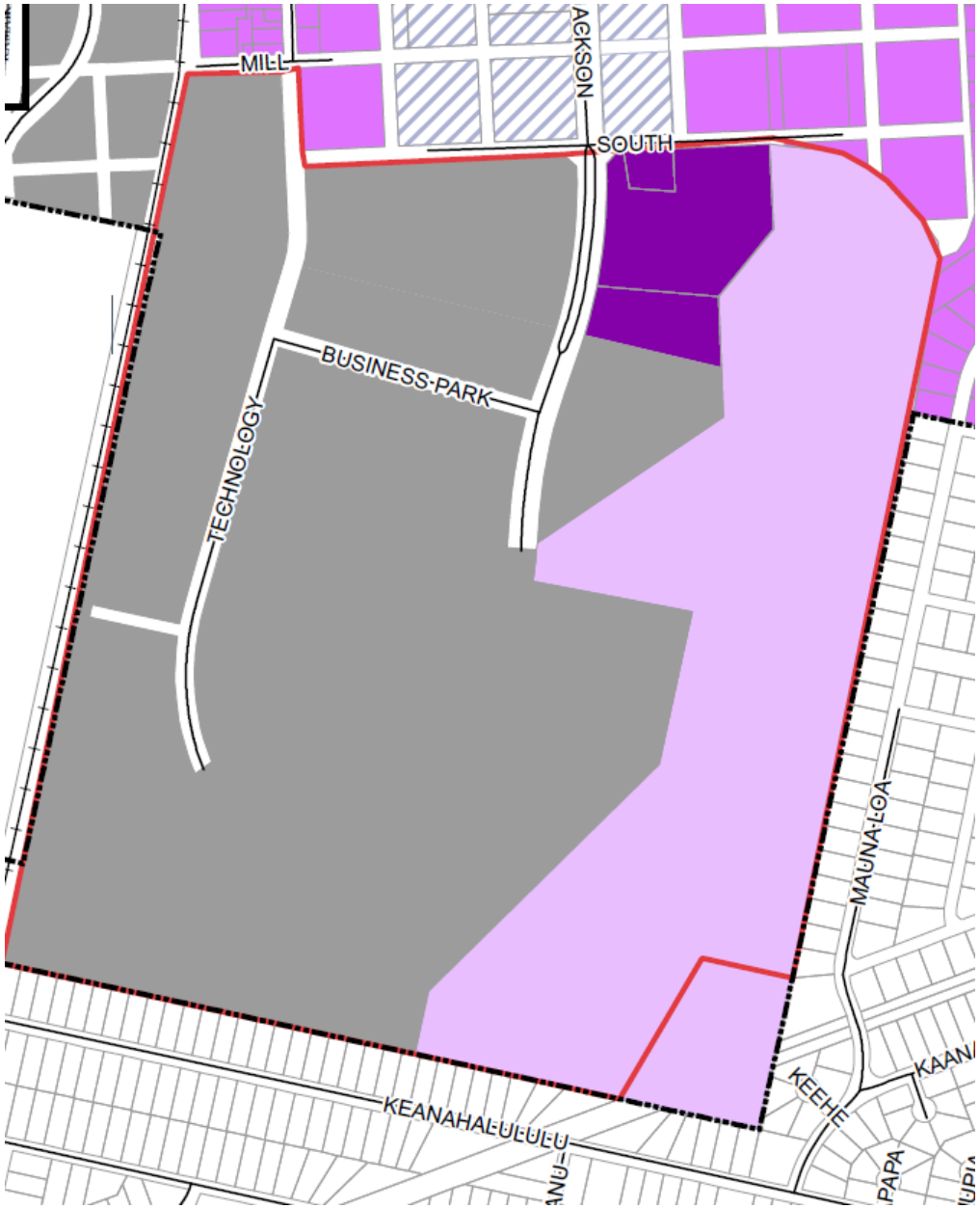
BASTROPTX
Heart of the Lost Pines / Est. 1832

Bastrop Business and Industrial Park

- Rezone 78.128 acres
  - P-2 Rural to P-EC Employment Center
- Zoning Concept Scheme over 146.213 acres
- Future Land Use: Industry
- 3 complete blocks, 2 partial blocks
- 2 street extensions – Technology and S. Jackson, 2 new streets

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Existing Zoning



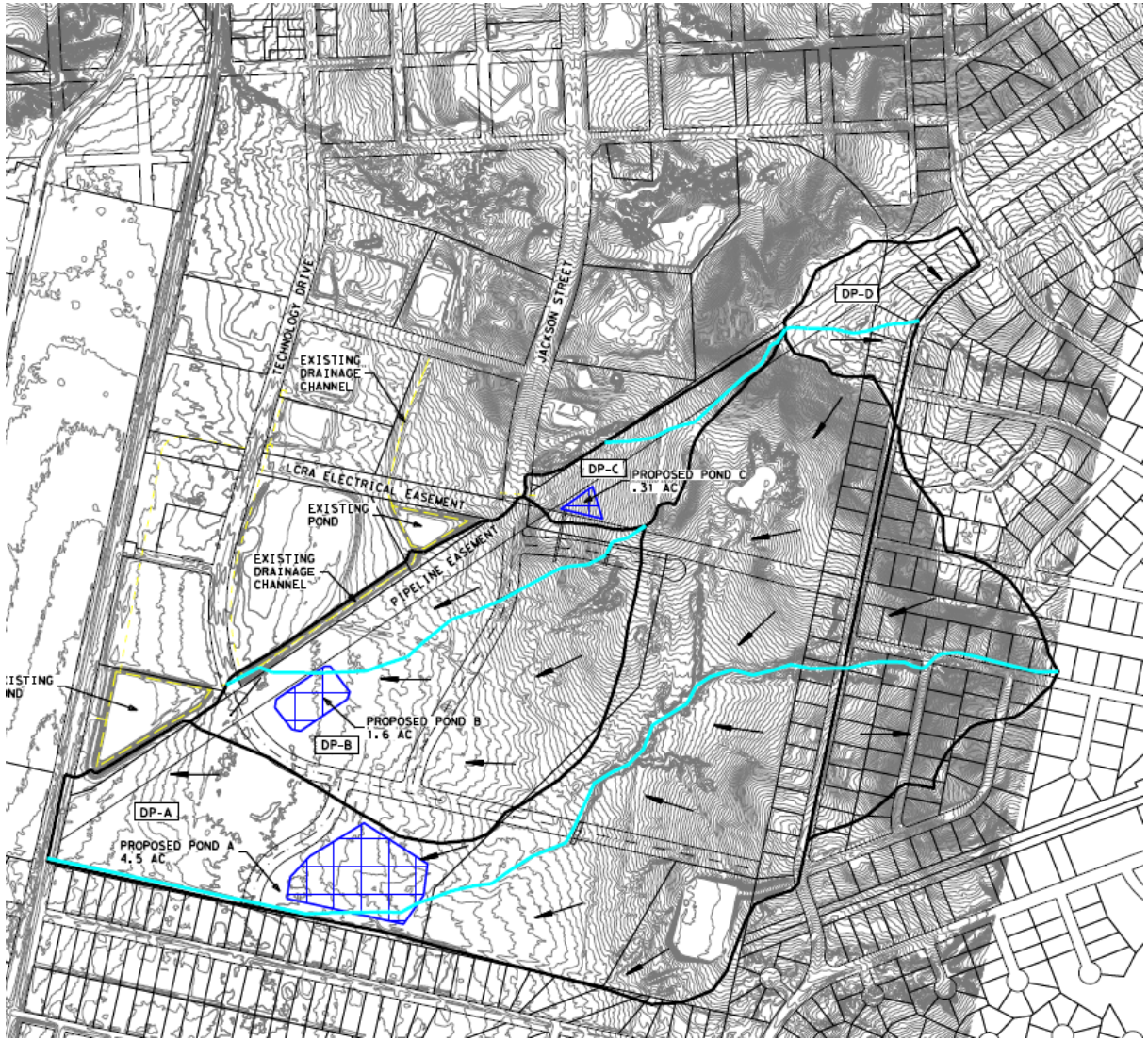
Legend

Place Type Zoning

- Overlay
- Nature
- Rural
- Neighborhood
- Mix
- Core
- Civic Space
- Employment Center
- Planned Development

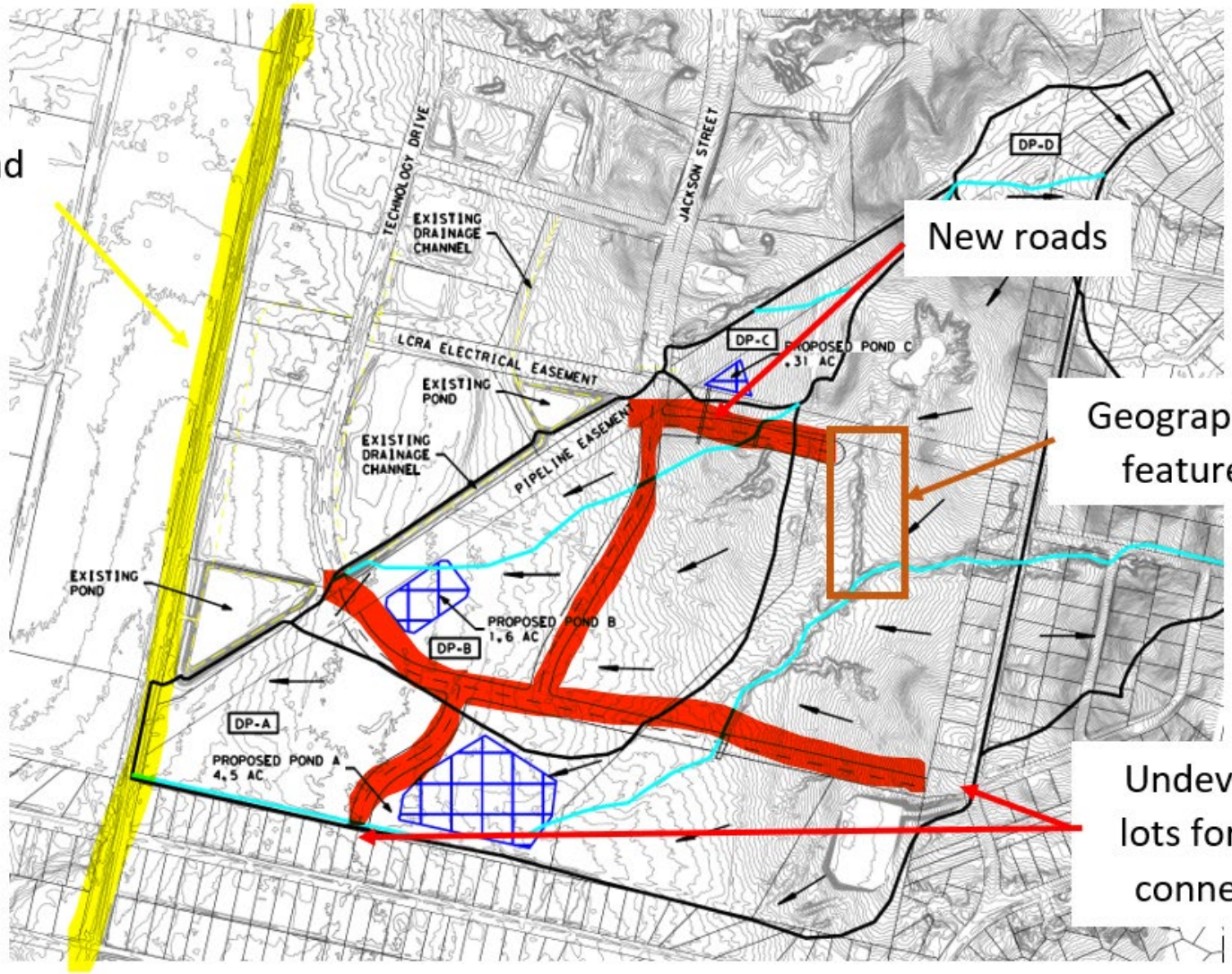
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Conceptual Drainage



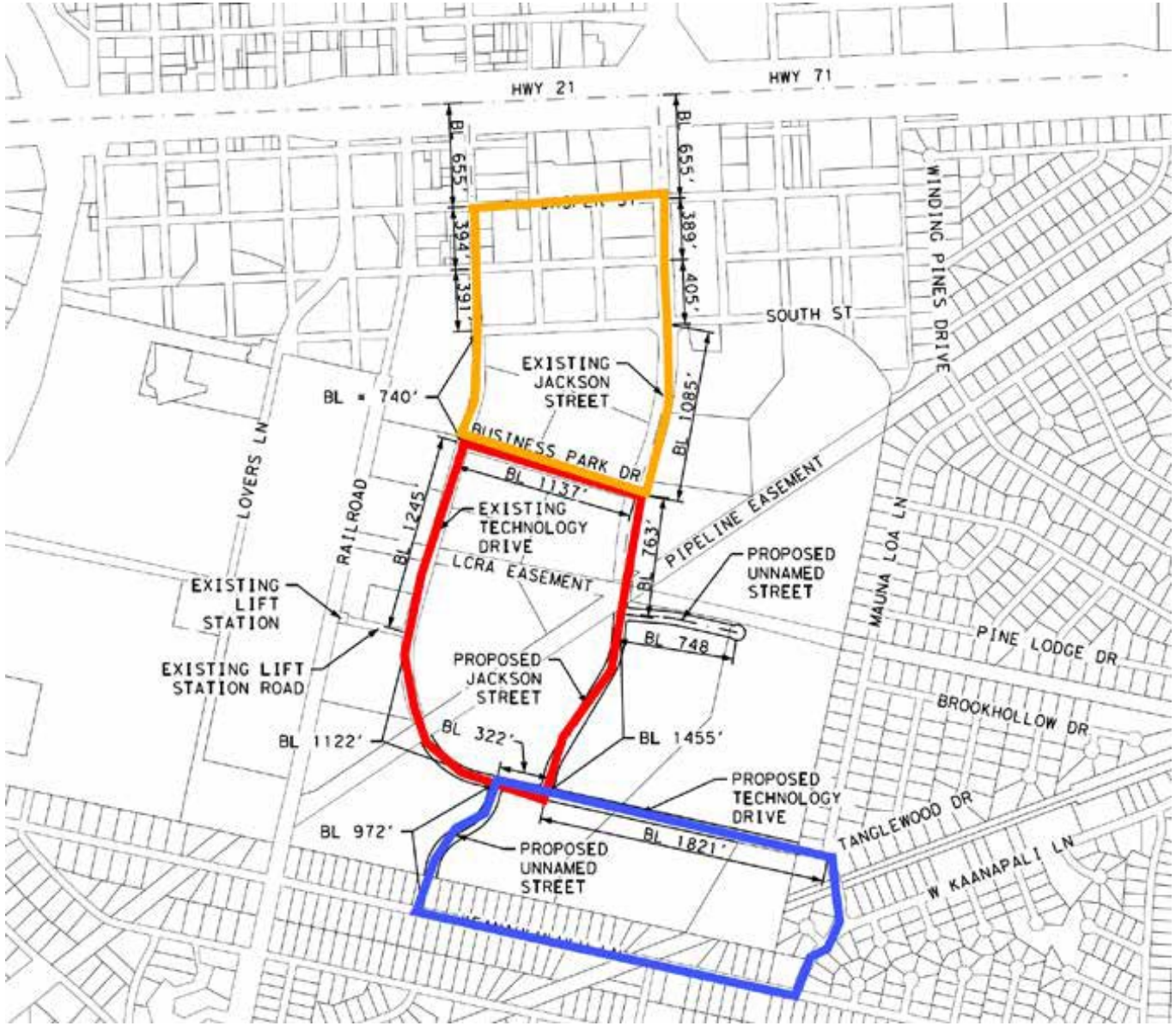
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Streets



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Proposed Block Structure



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Other Requirements

- Street cross section can be adjusted during Public Improvement Plan (PIP) review

- A Traffic Impact Analysis will be required during PIP and site development plan review to account for impacts of anticipated development and each business

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Buildings

- Includes examples of building types

- Sizes will vary from 3,000 sf to 50,000 sf



EXISTING BUILDING ON TECHNOLOGY DR



EXISTING BUILDING ON JACKSON ST



EXISTING BUILDING ON BUSINESS PARK DR



EXISTING BUILDING ON BUSINESS PARK DR

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Development Standards

- Some B³ Development Standards were left blank with the intention of the developer setting the requirements through a ZCS or Warrant

- Specific Development Standards
  - Minimum setback of 25 feet and no maximum
  - Place Type allocations per pedestrian shed can vary

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Development Standards continued

- Individual Users can request Warrants for other standards at the time of site development planning
  - Examples:
    - Parking location
    - Building Frontage at build to line

Public Comment

- Property Owner notifications sent to 70 owners in surrounding 200-foot area

- As of this report, 5 responses have been received:
  - 2 in favor
  - 1 with no objection
  - 2 opposed

  - At the P&Z meeting owners of one property asked about a buffer between the park and the residential ETJ properties to the south.

P&Z Recommendation

- Held a public hearing on December 16, 2021

Made a recommendation to approve the Zoning Concept Scheme request with the condition that a 75-foot green belt buffer must be provided along the south and east sides of the park in which trees cannot be removed.

The recommendation was approved by a vote of 6-1.

Recommendation

Approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed.

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STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 9F

TITLE:
Consider action to approve Ordinance No. 2022-01 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates.

AGENDA ITEM SUBMITTED BY:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On October 26, 2021, the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates.

The proceeds of this bond will be used for street rehabilitation and related drainage.

FISCAL IMPACT:
Certificate of Obligation, Series 2022

RECOMMENDATION:
Tracy Waldron, CFO recommends approval of Ordinance No. 2022-01 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates.

ATTACHMENTS:
- Ordinance No. 2022-01

ORDINANCE NO. 2022-01

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of $3,600,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections, traffic signalization and other transportation improvement projects including related waterworks, sewer and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs, (ii) constructing, improving, extending, expanding, upgrading and/or developing drainage improvements, stormwater management and flood control facilities, including purchase of any land and acquisition of any rights-of-way or other easements, and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on October 26, 2021 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on November 18 and November 25, 2021 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the notice was also posted with the City's website continuously for at least 45 days before the date tentatively set for the passage of this Ordinance; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefor,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of $3,600,000 for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections, traffic signalization and other transportation improvement projects including related waterworks, sewer and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs, (ii) constructing, improving, extending, expanding, upgrading and/or developing drainage improvements, stormwater management and flood control facilities, including purchase of any land and acquisition of any rights-of-way or other easements, and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated February 2, 2022, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

YEAR	PRINCIPAL AMOUNT
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

The term "Certificate" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

YEAR	INTEREST RATE
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at Regions Bank, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges

under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4 of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by

United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully

registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such

event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Ordinance or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R-	**UNITED STATES OF AMERICA**	**PRINCIPAL**
	STATE OF TEXAS	**AMOUNT**
	COUNTY OF BASTROP	**$_____**

CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022

INTEREST RATE	DATE OF CERTIFICATE	MATURITY DATE	CUSIP NO.
	February 3, 2022	August 1, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on February 1, 2023 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received

from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated February 3, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $3,600,000, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (i) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections, traffic signalization and other transportation improvement projects including related waterworks, sewer and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs, (ii) constructing, improving, extending, expanding, upgrading and/or developing drainage improvements, stormwater management and flood control facilities, including purchase of any land and acquisition of any rights-of-way or other easements, and (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 1, 2031, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2032 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be

redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000).

THE BONDS maturing on August 1, 20__ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing August 1, 20__*

Redemption Date	Principal Amount
August 1, 20__	
August 1, 20__*	*

*Final Maturity

Notice of such redemption or redemptions shall be sent by United States mail, first-class postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue. Conditional notice of redemption may also be given as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effective-

ness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of $5,000 and any integral multiple of $5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of $5,000 and in any integral multiple of $5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination of $5,000 and any integral multiple of $5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed $1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by
an executed Registration Certificate of the
Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a

certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

REGIONS BANK
Paying Agent/Registrar

By:_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____
_

_____
Please insert Social Security or Taxpayer
Identification Number of Transferee

_____
_____
(Please print or typewrite name and address,
including zip code, of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words “As Shown Below” and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE DATE SPECIFIED BELOW,** the City of Bastrop, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year	Principal Amount	Interest Rates

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2023 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Water and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Water and Sewer System, with such amount not to exceed $1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the

extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Secretary of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is

damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and

delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(8) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) [and] proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the

U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (the "Purchaser") at a price of $_____, representing the par amount of the Certificates, plus a reoffering premium of $_____, less an underwriter's discount of $_____. The Certificates shall initially be registered in the name of CEDE & Co.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2022 Certificate of Obligation Construction Fund (the "2022 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2022 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated January 4, 2022 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2021, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2021. Any financial statements to be so provided shall be (1) prepared in accordance with the

accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates

G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;

H. Certificate calls, if material within the meaning of the federal securities laws;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City;

M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City

undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the

provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants,

stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 26. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 27. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 28. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF

OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 11th day of January, 2022.

_____
Mayor, City of Bastrop, Texas

ATTEST:

_____
City Secretary, City of Bastrop, Texas

[Signature Page]

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least

every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 - Valuation, Exemptions and General Obligation Debt;
(2) Table 2 - Valuation and General Obligation Debt History;
(3) Table 3 - Tax Rate, Levy and Collection History;
(4) Table 4 - Ten Largest Taxpayers;
(5) Table 5 – Ad Valorem Tax Debt Service Requirements;
(6) Table 7 - Interest and Sinking Fund Budget Projections;
(7) Table 8 - Authorized but Unissued General Obligation Bonds
(8) Table 9 - General Fund Revenues and Expenditure History;
(9) Table 10 - Municipal Sales Tax History;
(10) Table 11 - Current Investments;
(11) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM:** 9G

TITLE:
Consider action to approve Resolution No. R-2022-08 of the City Council of the City of Bastrop, Texas authorizing the City Manager to execute an agreement consenting to the assignment of the 2009 Development Agreement and the Groundwater Rights Purchase agreement from the previous owner to Capital Land Investments 3 L.P. (CLI3). attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Trey Job, Assistant City Manager for Community Development

BACKGROUND/HISTORY:
In 2009 the City of Bastrop entered into the Original Development agreement with XS Ranch VI, L.P. Since that time subsequent amendments have been executed, the final was in 2012. The agreement addresses water and wastewater services to the district, construction and ownership of those facilities, the MUD's area of service, operation and maintenance of such facilities. The agreement also addresses park and road facilities, budget reporting and audit reporting. Lastly the agreement allows annexation of the entire property after the MUD debt is retired. Although we are allowed to annex a 10' strip of land around the entire development. The 10' strip will be part of the 2022 annexation plan. As a result of XS Ranch filing for bankruptcy in 2015, CL Bastrop became the subsequent owner through foreclosure over the last several years. Since that time the land has been sold to CLI3 and approval of this resolution allows the assignment of the rights and obligations to the new owner.

In addition to the development agreement the new property owners purchased the ownership of the existing ground water rights and the payments from the City of Bastrop for those rights. The City of Bastrop purchased 3,000-acre feet of water from XS Ranch Water Company LLC in 2014 and exercised the option to an additional 3,000-acre feet in 2018. The city agreed to pay $200,000 a year for five years and the payments are scheduled until 2023.

RECOMMENDATION:
Approve Resolution No. R-2022-08

ATTACHMENTS:
- Resolution
- Draft Consent of assignment for development agreement
- Draft consent for assignment of the Ground Water Purchase Agreement
- Special warranty deeds
- CLI3 Qualification's letter

RESOLUTION NO. R-2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT CONSENTING TO THE ASSIGNMENT OF THE 2009 DEVELOPMENT AGREEMENT AND THE GROUNDWATER RIGHTS PURCHASE AGREEMENT FROM THE PREVIOUS OWNER TO CAPITAL LAND INVESTMENTS 3 L.P. (CLI3). ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City and XS Ranch Fund VI, L.P., a Delaware limited partnership ("*XS Ranch*"), entered into that certain Amended and Restated Development Agreement dated effective as of November 19, 2009 (the "*Agreement*"), which Agreement established certain rights and obligations with respect to certain real property (the "*Property*") as further described in the Agreement.; and

WHEREAS, CL Bastrop, L.L.C., a Delaware limited liability company ("*CL Bastrop*"), is successor by foreclosure to XS Ranch's rights and interests in and to the Agreement.; and

WHEREAS, The Property is now owned by Capital Land Investments 3, LP, a Texas limited partnership ("*CLI3*").; and

WHEREAS, The City of Bastrop may provide assignment of existing development agreement to new owners from time to time.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. Pursuant to the requirements of the 2009 Development Agreement, the City Council, consents to assignment of the rights and obligations to Capital Land Investments 3, L.P. a Texas Limited Partnership.

Section 3. Pursuant to the requirements of the 2014 Groundwater Rights Purchase Agreement, the City Council, consents to assignment of the rights and obligations to Capital Land Investments 3, L.P. a Texas Limited Partnership.

Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of January, 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

CONSENT TO ASSIGNEMENT OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF BASTROP	§

This Consent to Assignment of Amended and Restated Development Agreement (this "*Consent*") is executed effective _____ day of _____ 2021 by City of Bastrop, a Texas home-rule municipal corporation (the "*City*").

RECITALS

A. The City and XS Ranch Fund VI, L.P., a Delaware limited partnership ("*XS Ranch*"), entered into that certain Amended and Restated Development Agreement dated effective as of November 19, 2009 (the "*Agreement*"), which Agreement established certain rights and obligations with respect to certain real property (the "*Property*") as further described in the Agreement.

B. CL Bastrop, L.L.C., a Delaware limited liability company ("*CL Bastrop*"), is successor by foreclosure to XS Ranch's rights and interests in and to the Agreement.

C. The Property is now owned by Capital Land Investments 3, LP, a Texas limited partnership ("*CLI3*").

D. CL Bastrop desires, as "Owner" defined in the Agreement, to assign all of its rights and obligations under the Agreement to CLI3.

E. Section 11.03 of the Agreement provides that the rights and obligations of CL Bastrop as the Owner under the Agreement may not be assigned, releasing CL Bastrop from obligations of performance, without the approval of the assignment by the City, and the City is willing to approve, and desire to evidence its approval, of such assignment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

1. Reputation and Ability to Perform. At the request of the City, pursuant to Section 11.03(a) of the Agreement, reasonable information has been provided to the City regarding CLI3's general reputation and ability to perform the obligations under the Agreement. City has determined that CLI3 demonstrates reasonable capability of performing the obligations under the Agreement and has a reasonably acceptable reputation in the industry with experience in the development of projects similar in nature to that described in the Agreement.

2. Approval of Assignment. The City hereby (i) approves the assignment by CL Bastrop of all of its rights and obligations under the Agreement to CLI3, subject to the conditions

set forth in Paragraph 2, (ii) confirms that such assignment satisfies the requirements of Section 11.03 of the Agreement, and (iii) agrees to look solely to CLI3 for the performance of all obligations under the Agreement from and after the effective date of an executed assignment between CL Bastrop and CLI3. The City further agrees that any notices required or given to CL Bastrop as the Owner under the Agreement will be given to CLI3 at the following address:

Capital Land Investments 3, LP
505 Walsh Street
Austin, Texas 78703

3. Conditions. In order for the assignment contemplated hereby to be effective: (a) the assignment must be in writing and signed by both XS Water Company and CLI3; (b) CLI3 must expressly assume and agree to perform all of the assigned duties and obligations of the XS Water Company under the Agreement; and (c) one copy of the fully executed assignment must be delivered to the City.

[*The remainder of this page intentionally left blank.*]

Approved and executed to be effective as of the date of execution.

CITY:

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

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

CONSENT TO ASSIGNEMENT OF THE GROUNDWATER RIGHTS PURCHASE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This Consent to Assignment of the Groundwater Rights Purchase Agreement (this "*Consent*") is executed effective _____ day of _____ 2022 by City of Bastrop, a Texas home-rule municipal corporation (the "*City*").

RECITALS

A. The City and XS Water Company, L.L.C., a Texas limited liability company ("*XS Water Company*"), entered into that certain Groundwater Rights Purchase Agreement dated effective as of May 14, 2014 (the "*Agreement*"), which Agreement established certain rights and obligations with respect to the purchase and sale of certain groundwater rights, as further described in the Agreement, and as those rights pertain to the property described in Exhibit A to the Agreement (the "*Property*").

B. The Property is now owned by Capital Land Investments 3, LP, a Texas limited partnership ("*CLI3*").

C. XS Water Company desires to assign all of its rights and obligations under the Agreement to CLI3.

D. Section 13 of the Agreement provides that the rights and obligations of XS Water Company under the Agreement may not be assigned without the prior written consent of the City, and the City is willing to consent, and desire to evidence its consent, to such assignment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

1. Consent to Assignment. The City hereby (i) consents to the assignment by XS Water Company of all of its rights and obligations under the Agreement to CLI3, subject to the conditions set forth in Paragraph 2, (ii) confirms that such assignment satisfies the requirements of Section 13 of the Agreement, and (iii) agrees to look solely to CLI3 for the performance of all obligations under the Agreement from and after the effective date of an executed assignment between XS Water Company and CLI3. The City further agrees that any notices required or given to XS Water Company under the Agreement will be given to CLI3 at the following address:

Capital Land Investments 3, LP
505 Walsh Street
Austin, Texas 78703

DRAFT

2. Conditions. In order for the assignment contemplated hereby to be effective: (a) the assignment must be in writing and signed by both XS Water Company and CLI3; (b) CLI3 must expressly assume and agree to perform all of the assigned duties and obligations of the XS Water Company under the Agreement; and (c) one copy of the fully executed assignment must be delivered to the City.

[*The remainder of this page intentionally left blank.*]

DRAFT

Approved and executed to be effective as of the date of execution.

CITY:

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

Attest:

By:_____
Name: Ann Franklin
Title: City Secretary

By:_____
Name: Paul A. Hofmann
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Paul A. Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

DRAFT

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

Rose Pietsch

ROSE PIETSCH, County Clerk
Bastrop Texas
July 09, 2021 04:05:52 PM
FEE: $514.00
DEED

202114308

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

SPECIAL WARRANTY DEED

15/ITC/ 195 0026 -COM/GMH

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

CL BASTROP, L.L.C., a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of $10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto **CAPITAL LAND INVESTMENTS 3, LP**, a Texas limited partnership ("**Grantee**"), the real property in Bastrop County, Texas, fully described in Exhibit A hereto, together with all of Grantor's right, title and interest in and to all easements, tenements, hereditaments and appurtenances thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Encumbrances**").

Grantor, for the consideration set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, subject to the Permitted Encumbrances. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, if the claim is by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

Grantee accepts the Property conveyed by this Deed subject to ad valorem taxes for the year 2021 and subsequent years. Grantee's address for tax notices is: 505 Walsh Street, Austin, Texas 78703.

[*Remainder of page intentionally blank*]

EXECUTED as of the date set forth in the acknowledgement below, to be effective, however, as of July 9, 2021.

GRANTOR:

CL BASTROP, L.L.C.,
a Delaware limited liability company

By: Crestline Management, L.P.,
a Delaware limited partnership,
its manager

By: Crestline Investors, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: John S. Cochran
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 8 day of July, 2021, by John S. Cochran, as Vice President of Crestline Investors, Inc., a Delaware corporation, the General Partner of Crestline Management, L.P., a Delaware limited partnership, the Manager of CL Bastrop, L.L.C., a Delaware limited liability company, on behalf of said corporation, limited partnership and limited liability company.

[SEAL]

_____
Notary Public in and for the State of Texas

SALLY A. MELLON
My Notary ID # 132836813
Expires December 22, 2024

Exhibit A - Legal Description
Exhibit B - Permitted Encumbrances

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:
Being that certain tract of land described as containing 5,566.720 acres of land, more or less, out of the LEMAN BARKER SURVEY NO. 3, ABSTRACT NO. 6 and the S. M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas, and being more particularly described by metes and bounds on **SCHEDULE A** attached hereto; SAVE AND EXCEPT that 0.937 acre tract as described in Special Warranty Deed to City of Bastrop, recorded in Document No. 201902235, Official Public Records of Bastrop County, Texas; SAVE AND EXCEPT 2.371 acre tract as described in Gift Deed Without Warranty to Phelan Cemetery Association, Inc., recorded in Document No. 202014467, Official Public Records of Bastrop County, Texas.

TRACT 2:
Being that certain tract of land described as containing 12.286 acres of land, more or less, in the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, Bastrop County, Texas and being a portion of a 107 acre tract conveyed to John H. Wieting, Jr. in a Gift Deed recorded in Volume 561, Page 808, Official Records of Bastrop County, Texas, said 12.286 acres is more particularly described by metes and bounds on **SCHEDULE B** attached hereto.

TRACT 3:
Being that certain tract of land described as containing 8.944 acres of land, more or less, in the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE C** attached hereto.

TRACT 4.1:
Being that certain tract of land described as containing 0.156 acre tract of land, more or less, being part of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas and being more particularly described by metes and bounds on **SCHEDULE D-1** attached hereto.

TRACT 4.2:
Being that certain tract of land described as containing 0.112 acre tract of land, more or less, being part of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas and being more particularly described by metes and bounds on **SCHEDULE D-2** attached hereto.

TRACT 4.3:
Being that certain tract of land described as containing 0.140 acre tract of land, more or less, being part of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas and being more particularly described by metes and bounds on **SCHEDULE D-3** attached hereto.

TRACT 5:
Being that certain tract of land described as containing 0.034 acres of land, more or less, being part of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas and being more particularly described by metes and bounds on **SCHEDULE E** attached hereto.

TRACT 6:
Being that certain tract of land described as containing 8.953 acres of land, more or less, out of the S.F. AUSTIN SURVEY, ABSTRACT NO. 3, Bastrop County, Texas and being more particularly described by metes and bounds on **SCHEDULE F** attached hereto.

TRACT 7:
Being that certain tract of land described as containing 6.117 acres of land, more or less, out of the STEPHEN F. AUSTIN SURVEY, ABSTRACT NO. 3, in Bastrop County, Texas, including all of that certain tract described as containing 4 acre in deed to Thomas White dated October 30, 1917, recorded in Volume 71, Page 69, Deed Records of Bastrop County, Texas, said 6.117 acres being more particularly described by metes and bounds on **SCHEDULE G** attached hereto.

TRACT 8:
Being that certain tract of land described as containing 2.984 acres of land, more or less, out of the S. F. AUSTIN SURVEY, ABSTRACT NO. 3, Bastrop County, Texas and being more particularly described by metes and bounds on **SCHEDULE H** attached hereto.

TRACT 9.1:
Being that certain tract of land described as containing 0.210 acre of land, more or less, out of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE I-1** attached hereto.

TRACT 9.2:
Being that certain tract of land described as containing 0.402 acre of land, more or less, out of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE I-2** attached hereto.

TRACT 10:
Being that certain tract of land described as containing 0.710 acre of land, more or less, out of the JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, in Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE J** attached hereto.

TRACT 11.1:
Being that certain tract of land described as containing 247.519 acres of land, more or less, in the JOSEPH ROGERS SURVEY NO. 6, ABSTRACT NO. 55 and the JOSIAH WILBARGER SURVEY NO. 5, ABSTRACT NO. 70, in Bastrop County, Texas, being all of that certain tract of land described as containing 885.050 acres of land, more or less in the JOSEPH ROGERS SURVEY NO. 6, ABSTRACT NO. 55, and the JOSIAH WILBARGER SURVEY NO. 5, ABSTRACT NO. 70, Bastrop County, Texas, being more particularly described by metes and bounds in **SCHEDULE K-1** attached hereto, SAVE AND EXCEPT that certain tract of land described as containing 465.838 acres described in **SCHEDULE K-2** attached hereto, and, SAVE AND EXCEPT that certain tract of land described as containing 171.693 acres described on **SCHEDULE K-3** attached hereto.

TRACT 11.2:
Being that certain tract of land described as containing 5.608 acres of land, more or less, in the JOSEPH ROGERS SURVEY NO. 6, ABSTRACT NO. 55, being more particularly described by metes and bounds on **SCHEDULE K-4** attached hereto.

TRACT 12:
Being that certain tract of land described as containing 1.604 acre of land, more or less, a part of the ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38, in Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE L** attached hereto.

TRACT 13:
Being that certain tract of land described as containing 8.178 acres of land (also sometimes called 8.195 acres) being out of and a portion of the ISAAC HARRIS SURVEY, ABSTRACT NO. 38, in Bastrop County, Texas; being those tracts described in Correction General Warranty Deed recorded in Volume 1529, Page 517, Official Records of Bastrop County, Texas; consisting of that certain tract of land described as containing 2.064 acre tract of land called Tract Two-A being more particularly described by metes and bounds on **SCHEDULE M-1** as attached to the DIP Deed of Trust, reference to which is hereby made for all purposes, plus, that certain tract of land described as containing 6.114 acre tract of land called Tract Two-B being more particularly described by metes and bounds on **SCHEDULE M-2** attached hereto.

TRACT 14:
Being that certain tract of land described as containing 19.149 acres of land being out of and a portion of the S. M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas and being the same tract of land described in deed recorded in Volume 1606, Page 671, Official Records of Bastrop County, Texas and being described by metes and bounds on **SCHEDULE N** attached hereto.

TRACT 15:
Being that certain tract of land described as containing 54.912 acres of land being out of and a portion of the JOSIAH WILBARGER SURVEY NO. 5, ABSTRACT NO. 70, in Bastrop County, Texas and being all of a 25.931 acre tract described in Volume 1617, Page 142, Official Records of Bastrop County, Texas, and all of a 21.026 acre tract and a 7.993 acre tract described in Volume 1615, Page 123, Official Records of Bastrop County, Texas, and being more particularly described by metes and bounds on **SCHEDULE O** attached hereto.

TRACT 16:
Being that certain tract of land described as containing 92.556 acres of land being out of and a portion of the S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas and being the same tract of land described in the deed recorded in Volume 1595, Page 649, Official Records of Bastrop County, Texas, and more being particularly described by metes and bounds on **SCHEDULE P** attached hereto.

TRACT 17:
Being that certain tract of land described as containing 160.346 acres of land being out of and a portion of the S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas

and being all of that certain tract of land described as containing 161.3 acres in deed recorded in Volume 118, Page 150, Deed Records of Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE Q** attached hereto.

TRACT 18:
Being that certain tract of land described as containing 106.542 acres of land being out of and a portion of the S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas and being a portion of the 112.676 acre tract conveyed to CL Bastrop, LLC in Deed recorded in Document No. 202005532, Official Public Records, Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE R** attached hereto.

TRACT 19:
Easement estate created under Miscellaneous Easement No. ME20100046 executed by the State of Texas to XS Ranch Fund, VI, LP, a Delaware limited partnership filed June 7, 2010 recorded under Document No. 201006716 Official Public Records, Bastrop County, Texas. Being in, on, over and across that certain tract of land described as containing 2.044 acres, being a portion of the Colorado River situated between the Jose Manual Bangs Survey, Abstract No. 5 and the Leman Barker Survey No. 3, Abstract No. 6, in Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE S** attached hereto.

TRACT 20:
Non-exclusive easement for ingress, egress and regress as described in Easement Deed dated September 9, 1988 recorded in Vol. 516, Page 589 Official Public Records, Bastrop County, Texas, being over, along and across that certain tract of land described as containing 10,410 square feet, more or less, out of the Joseph Rogers Survey, Bastrop County, Texas, as said 10,410 square feet is more particularly described by metes and bounds on **SCHEDULE T** attached hereto.

TRACT 21:
Being that certain tract of land described as containing 1,160.603 acres, more or less, in the S.M. Williams Survey No. 4, Abstract No. 71 and the John Crutchfield Survey No. 12, Abstract No. 122 in Bastrop County, Texas being the same land as described in deed to S&S 1165 Investments, LLC, a Texas limited liability company recorded in Document No. 201614669 and in Deed to CL Bastrop, LLC recorded in Document No. 202005532, Official Public Records, Bastrop County, Texas, and being more particularly described on **SCHEDULE U** attached hereto.

TRACT 22:
Being that certain tract of land described as containing 758.026 acres of land, more or less, out of the JOHN CRUTCHFIELD SURVEY, NO. 12, ABSTRACT NO. 122 and the S. M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas, being the same land described in deed to Steiner & Sons, Ltd., a Texas limited partnership as recorded in Document No. 201609076 Official Public Records, Bastrop County, Texas, and being more particularly described on **SCHEDULE V** attached hereto.

TRACT 23:
Being that certain tract of land described as containing 507.061 acres of land, more or less, out of the S. M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas, being

the same land described in deed to Steiner & Sons, Ltd., a Texas limited partnership as recorded in Document No. 201613330 Official Public Records, Bastrop County, Texas, and being more particularly described on **SCHEDULE W** attached hereto.

TRACT 24:
Being that certain tract of land described as containing 10.101 acres of land being out of and a portion of the S.M.WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, in Bastrop County, Texas and being a portion of the 112.676 acre tract conveyed to XS Ranch Fund VI, LP in Deed recorded in Document No. 200619026, Official Public Records, Bastrop County, Texas and a portion of the 1164.571 acre tract conveyed to XS Ranch Fund VI, LP in Deed recorded in Document No. 200708067, Official Public Records, Bastrop County, Texas, being more particularly described by metes and bounds on **SCHEDULE X** attached hereto; SAVE AND EXCEPT THEREFROM the following:

(i) Undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acre tract, as set forth in deed to William Faust recorded in Volume 1973, Page 803, Official Public Records of Bastrop County, Texas; Undivided one-half (1/2) interest of an undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acre tract, as set forth in deed from William Faust to Ryan Matthews, recorded in Document No. 202009280, Official Public Records of Bastrop County, Texas; Undivided one-half (1/2) interest of an undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acre tract, as set forth in deed from Ryan Matthews to William Faust, recorded in Document No. 202009281, Official Public Records of Bastrop County, Texas;

(ii) Undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acres as set forth in deed to Cullen Nigrini recorded in Volume 2354, Page 605, Official Public Records of Bastrop County, Texas;

(iii) Undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acre tract as set forth in deed to Sheila Rainosek recorded in Volume 2089, Page 617, Official Public Records, Bastrop County, Texas, reference to the above being herein made for all purposes including the incorporation herein by reference of said 10.101 acres; all as more particularly described on **SCHEDULE R** attached hereto;

(iv) Undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acre tract, as set forth in deed to Ryan Matthews recorded in Document No. 202012444, Official Public Records of Bastrop County, Texas; and

(v) Undivided 1/10th interest in and to that portion of that certain tract of land described as containing 10.101 acres that is within said 112.676 acre tract, as set forth in deed to Rhett Dawson recorded in Document No. 202016621, Official Public Records of Bastrop County, Texas.

SCHEDULE A

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

5,566.770 ACRES
TRACT ONE-D
STEINER RANCH
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 5,566.770 ACRES (GROSS) IN THE S.F. AUSTIN SURVEY NO. 1, ABSTRACT NO. 8, THE ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38, THE LEMAN BARKER SURVEY NO. 3, ABSTRACT NO. 6, THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, AND THE JOSIAH WILBARGER SURVEY NO. 5, ABSTRACT NO. 70, CONSISTING OF:

ALL OF A 101.020 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO T.C. STEINER AND TOMMY STEINER DATED AUGUST 29, 1988, OF RECORD IN VOLUME 515, PAGE 776 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

A PORTION OF A 464 ACRE TRACT DESCRIBED AS TRACT FOUR IN A WARRANTY DEED TO T.C. STEINER DATED OCTOBER 3, 1972, OF RECORD IN VOLUME 209, PAGE 763 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF AN 18.042 ACRE TRACT DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED TO T.C. STEINER & SON, A TEXAS GENERAL PARTNERSHIP DATED MAY 23, 1995, OF RECORD IN VOLUME 839, PAGE 865 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 792.931 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO T.C. STEINER DATED DECEMBER 30, 1988, OF RECORD IN VOLUME 527, PAGE 518 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 502.98 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO T.C. STEINER & SON DATED OCTOBER 18, 1993, OF RECORD IN VOLUME 687, PAGE 728 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 151.311 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO T.C. STEINER DATED DECEMBER 30, 1988, OF RECORD IN VOLUME 527, PAGE 515 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 132 ACRE TRACT DESCRIBED AS TRACT THREE IN A WARRANTY DEED TO T.C. STEINER DATED OCTOBER 3, 1972, OF RECORD IN VOLUME 209, PAGE 783 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 163 ACRE TRACT DESCRIBED AS FIRST TRACT, ALL OF A 650.6 ACRE TRACT DESCRIBED AS SECOND TRACT, ALL OF AN 800 ACRE TRACT DESCRIBED AS FIRST TRACT OF THE THIRD TRACT IN A DEED TO T.C. STEINER DATED SEPTEMBER 5, 1942, OF RECORD IN VOLUME 108, PAGE 422 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 497 ACRE TRACT DESCRIBED AS FIRST TRACT, AND ALL OF A 500 ACRE TRACT DESCRIBED AS SECOND TRACT IN A DEED TO T.C. STEINER DATED APRIL 24, 1939, OF RECORD IN VOLUME 101, PAGE 545 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

A PORTION OF A 130 ACRE TRACT DESCRIBED IN A DEED TO T.C. STEINER DATED SEPTEMBER 15, 1945, OF RECORD IN VOLUME 117, PAGE 584 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A TRACT CALLED 100 ACRES, BEING ALL OF A 331 ACRE TRACT (LESS A 131 ACRE TRACT, A 76.3 ACRE TRACT, AND A 23 ACRE TRACT) DESCRIBED IN A DEED TO T.C. STEINER DATED FEBRUARY 15, 1946, OF RECORD IN VOLUME 118, PAGE 200 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 23 ACRE TRACT DESCRIBED IN A GUARDIAN'S DEED TO T.C. STEINER, DATED JULY 24, 1964, OF RECORD IN VOLUME 166, PAGE 12 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 121 ACRE TRACT (LESS 5 ACRES IN A SQUARE OUT OF THE NORTHWEST CORNER OF SAID 121 ACRE TRACT) DESCRIBED IN A DEED TO T.C. STEINER DATED FEBRUARY 17, 1959, OF RECORD IN VOLUME 149, PAGE 55 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

A PORTION OF A 110 ACRE TRACT DESCRIBED AS FIRST TRACT AND A 139 ACRE TRACT DESCRIBED AS SECOND TRACT IN A DEED TO T.C. STEINER DATED MARCH 4, 1959, OF RECORD IN VOLUME 149, PAGE 131 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 164.654 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO T.C. STEINER DATED DECEMBER 30, 1988, OF RECORD IN VOLUME 527, PAGE 511 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 48 ACRE TRACT DESCRIBED IN A DEED TO T.C. BUCK STEINER DATED NOVEMBER 9, 1944, OF RECORD IN VOLUME 114, PAGE 615 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 35 ACRE TRACT DESCRIBED IN A DEED TO T.C. BUCK STEINER DATED NOVEMBER 9, 1944, OF RECORD IN VOLUME 114, PAGE 613 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 64 ACRE TRACT DESCRIBED IN A DEED TO T.C. STEINER DATED SEPTEMBER 7, 1943, OF RECORD IN VOLUME 112, PAGE 39 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 50 ACRE TRACT DESCRIBED IN A DEED TO T.C. STEINER DATED JUNE 16, 1950, OF RECORD IN VOLUME 129, PAGE 131 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 10.0 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO STEINER & SONS, LTD., DATED NOVEMBER 7, 2008, OF RECORD IN VOLUME 1690, PAGE 398 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS;

SAID 5,566.770 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the west right-of-way line of the Union Pacific Railroad (100' right-of-way width); being the northernmost corner of the said Steiner 800 acre tract, being also the easternmost corner of a 94.5 acre tract of land described in Volume 205, Page 404 of the Deed Records of Bastrop County, Texas;

THENCE with the west right-of-way line of the Union Pacific Railroad, with the east line of the said Steiner 800 acre tract, over and across the said Steiner 464 acre tract, with the east line of the said Steiner 16.042 acre tract, and with the east line of the said Steiner 792.931 acre tract the following five (5) courses:

1. South 12°35'28" East, a distance of 4266.88 feet to a 1/2" rebar with cap set;
2. Along a curve to the left, an arc length of 1164.55 feet, having a radius of 1482.37 feet and a chord which bears South 35°29'00" East, a distance of 1153.28 feet to a 1/2" rebar with cap set;
3. South 58°22'32" East, a distance of 2814.83 feet to a 1/2" rebar with cap set;
4. Along a curve to the right, an arc length of 1583.06 feet, having a radius of 1362.37 feet and a chord which bears South 25°34'07" East, a distance of 1497.96 feet to a 1/2" rebar with cap set;

5. South 07°14'40" West, a distance of 3222.47 feet to a 5/8" rebar found for an angle point in the east line of the said Steiner 792.931 acre tract, being the northernmost corner of a 90.021 acre tract of land described in Volume 280, Page 26 of the Deed Records of Bastrop County, Texas;

THENCE leaving the west right-of-way line of the Union Pacific Railroad, South 41°59'17" West with the southeast line of the said Steiner 792.931 acre tract and the northwest line of the said 90.021 acre tract, a distance of 3559.00 feet to a 1/2" rebar with cap set for the northernmost corner of the said Steiner 502.96 acre tract, being the westernmost corner of the said 90.021 acre tract;

THENCE South 48°00'02" East with the northeast line of the said Steiner 502.96 acre tract and the southwest line of the said 90.021 acre tract, a distance of 1698.00 feet to a 1/2" rebar with cap set for the easternmost corner of the said Steiner 502.96 acre tract, being the southernmost corner of the said 90.021 acre tract, being also in the northwest line of a 100.714 acre tract of land described in Volume 276, Page 639 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said Steiner 502.96 acre tract and the said 100.714 acre tract the following two (2) courses:

1. South 41°50'22" West, a distance of 3243.40 feet to a 1/2" rebar with cap set;
2. South 48°02'42" East, a distance of 1600.00 feet to a 1/2" rebar found in the west right-of-way line of the Union Pacific Railroad, being an angle point in the east line of the said Steiner 502.96 acre tract, being also the southernmost corner of the said 100.714 acre tract;

THENCE South 28°48'40" West with the west right-of-way line of the Union Pacific Railroad and the east line of the said Steiner 502.96 acre tract, a distance of 4189.17 feet to a 1/2" rebar with cap set in the fenced north line of County Road 157 (no apparent defined right-of-way width), being the southernmost corner of the said Steiner 502.96 acre tract;

THENCE North 70°54'45" West with the fenced north line of County Road 157 and the south line of the said Steiner 502.96 acre tract, a distance of 508.46 feet to a fence post found for the southeast corner of a cemetery (no record description found);

THENCE leaving the fenced north line of County Road 157, with the south line of the said Steiner 502.96 acre tract, and the fenced line of said cemetery the following three

(3) courses:

1. North 27°36'53" East, a distance of 295.98 feet to a fence post found;
2. North 59°21'01" West, a distance of 213.96 feet to a fence post found;
3. South 46°04'58" West, a distance of 334.28 feet to a fence post found in the fenced north line of County Road 157, being the south line of the said Steiner 502.96 acre tract;

THENCE with the fenced north line of County Road 157, the south line of the said Steiner 502.96 acre tract, the south line of the said Steiner 792.931 acre tract, and the south line of the said Steiner 151.311 acre tract the following thirty-three (33) courses:

1. North 48°55'26" West, a distance of 1197.98 feet to a fence post found;
2. Along a curve to the right, an arc length of 270.39 feet, having a radius of 959.87 feet and a chord which bears North 35°25'39" West, a distance of 269.50 feet to a fence post found;
3. North 29°09'39" West, a distance of 153.76 feet to a fence post found;
4. North 40°47'14" West, a distance of 839.58 feet to a fence post found;
5. North 34°04'48" West, a distance of 832.33 feet to a fence post found;
6. North 31°21'24" West, a distance of 118.29 feet to a fence post found;
7. North 24°22'16" West, a distance of 176.75 feet to a fence post found;
8. North 18°56'11" West, a distance of 120.47 feet to a fence post found;
9. North 10°15'52" West, a distance of 264.46 feet to a fence post found;
10. North 07°51'46" West, a distance of 327.03 feet to a fence post found;
11. North 12°13'41" West, a distance of 91.49 feet to a fence post found;
12. Along a curve to the left, an arc length of 230.63 feet, having a radius of 290.55 feet and a chord which bears North 35°03'33" West, a distance of 224.62 feet to a fence post found;

13. North 80°05'33" West, a distance of 88.80 feet to a fence post found;

14. North 62°48'40" West, a distance of 325.21 feet to a fence post found, from which a 1/2" rebar found, bears South 58°16'38" West, a distance of 60.73 feet;

15. North 71°62'04" West, a distance of 98.90 feet to a 1/2" rebar with cap set;

16. North 84°51'25" West, a distance of 548.44 feet to a fence post found;

17. South 88°27'29" West, a distance of 73.98 feet to a fence post found;

18. South 78°51'37" West, a distance of 39.75 feet to a fence post;

19. South 73°16'07" West, a distance of 141.66 feet to a fence post;

20. Along a curve to the right, an arc length of 139.35 feet, having a radius of 290.37 feet and a chord which bears South 87°41'13" West, a distance of 138.02 feet to a fence post found;

21. Along a curve to the right, an arc length of 165.02 feet, having a radius of 774.91 feet and a chord which bears North 68°44'53" West, a distance of 164.71 feet to a fence post found;

22. North 52°54'39" West, a distance of 123.41 feet to a fence post found;

23. North 31°56'06" West, a distance of 79.58 feet to a fence post found;

24. North 21°29'47" West, a distance of 191.24 feet to a fence post found;

25. North 22°51'02" West, a distance of 86.71 feet to a fence post found;

26. Along a curve to the left, an arc length of 228.67 feet, having a radius of 548.91 feet and a chord which bears North 38°10'48" West, a distance of 227.02 feet to a fence post found, from which a 1/2" rebar with cap found, bears South 11°31'55" West, a distance of 58.42 feet;

27. North 48°39'12" West, a distance of 119.64 feet to a fence post found, from which a 1/2" rebar with cap found, bears South 74°52'45" West, a distance of 56.05 feet;

28. Along a curve to the right, an arc length of 124.62 feet, having a radius of 469.39 feet and a chord which bears North 37°56'09" West, a distance of 124.29 feet to a fence post found;

29. North 30°09'55" West, a distance of 171.71 feet to a fence post found;

30. North 34°19'30" West, a distance of 193.48 feet to a fence post found;

31. North 41°24'11" West, a distance of 112.93 feet to a fence post found;

32. North 55°09'35" West, a distance of 71.44 feet to a fence post found;

33. North 72°29'33" West, a distance of 137.95 feet to a fence post found for the easternmost corner of the said Steiner 151.311 acre tract, being an angle point in the southeast line of a 22.43 acre tract of land described in Volume 176, Page 62 of the Deed Records of Bastrop County, Texas;

THENCE leaving the north line of County Road 167, with the fenced southeast line of the said 22.43 acre tract the following five (5) courses:

1. North 37°28'32" East, a distance of 131.53 feet to a fence post found;
2. North 49°29'58" East, a distance of 92.62 feet to a fence post found;
3. North 46°23'18" East, a distance of 160.81 feet to a fence post found;
4. North 55°47'54" East, a distance of 214.81 feet to a fence post found;
5. North 42°06'04" East, a distance of 117.66 feet to a calculated point in the centerline of Big Sandy Creek, being the east line of a 62.5 acre tract described in Volume 149, Page 477 of the Deed Records of Bastrop County, Texas;

THENCE with the centerline of Big Sandy Creek, being the east and north lines of the said 62.5 acre tract and the southwest line of the said Steiner 132 acre tract the following twenty-one (21) courses:

1. North 89°51'48" East, a distance of 60.71 feet to a calculated point;
2. North 53°48'39" East, a distance of 241.84 feet to a calculated point;
3. North 33°15'35" East, a distance of 125.20 feet to a calculated point;

4. North 15°49'27" East, a distance of 251.77 feet to a calculated point;
5. North 08°07'24" West, a distance of 269.24 feet to a calculated point;
6. North 77°49'21" West, a distance of 86.41 feet to a calculated point;
7. North 84°22'20" West, a distance of 114.31 feet to a calculated point;
8. North 73°28'41" West, a distance of 66.75 feet to a calculated point;
9. North 48°46'46" West, a distance of 80.91 feet to a calculated point;
10. North 08°05'04" West, a distance of 176.42 feet to a calculated point;
11. North 23°04'02" West, a distance of 72.55 feet to a calculated point;
12. North 35°42'24" West, a distance of 283.21 feet to a calculated point;
13. North 11°55'01" West, a distance of 102.35 feet to a calculated point;
14. South 80°17'23" West, a distance of 87.22 feet to a calculated point;
15. South 39°04'47" West, a distance of 173.78 feet to a calculated point;
16. South 28°31'20" West, a distance of 368.09 feet to a calculated point;
17. South 16°11'31" West, a distance of 79.96 feet to a calculated point;
18. South 45°55'56" West, a distance of 120.38 feet to a calculated point;
19. South 79°00'50" West, a distance of 181.68 feet to a calculated point;
20. North 56°40'22" West, a distance of 465.01 feet to a calculated point;
21. North 70°44'15" West, a distance of 186.14 feet to a calculated point for the westernmost corner of the said Steiner 132 acre tract, being the southernmost corner of a 122.444 acre tract of land described in Volume 148, Page 171 of the Deed Records of Bastrop County, Texas;

THENCE leaving the centerline of Big Sandy Creek, North 41°36'15" East with the

southeast line of the said 122.444 acre tract a distance of 3841.12 feet to a fence post found for the easternmost corner of the said 122.444 acre tract; being a southeast corner of a 278.69 acre tract of land described in Volume 178, Page 62 of the Deed Records of Bastrop County, Texas;

THENCE with the southeast line of the said 278.69 acre tract the following five (5) courses:

1. North 43°30'50" East, a distance of 1950.60 feet to a 1/2" rebar with cap set;
2. North 39°14'50" East, a distance of 269.60 feet to a 1/2" rebar with cap set;
3. North 41°56'50" East, a distance of 657.20 feet to a 1/2" rebar with cap set;
4. North 41°49'50" East, a distance of 1186.20 feet to a 1/2" rebar with cap set;
5. North 41°42'50" East, a distance of 757.40 feet to a 1/2" rebar with cap set for the southernmost corner of the said Steiner 800 acre tract, being in the northwest line of the said Steiner 48.98 acre tract, being also the easternmost corner of the said 278.69 acre tract, from which a 31" Post Oak, bears North 42°59'50" East, a distance of 282.05 feet;

THENCE with the southwest line of the said Steiner 800 acre tract, the northeast line of the said 278.69 acre tract, and the northeast line of a 521.94 acre tract described in Volume 173, Page 412 of the Deed Records of Bastrop County, Texas the following three (3) courses:

1. North 47°23'15" West, a distance of 3253.08 feet to a fence post found;
2. South 44°09'12" West, a distance of 409.37 feet to a fence post found;
3. North 46°44'34" West, a distance of 1200.96 feet to a fence post found for the easternmost corner of the said Steiner 650.6 acre tract, being the northernmost corner of the said 521.94 acre tract;

THENCE South 42°36'54" West with the southeast line of the said Steiner 650.6 acre tract and the northwest line of the said 521.94 acre tract, a distance of 5098.99 feet to a fence post found;

THENCE with the southwest line of the said 521.94 acre tract (varies from the said Steiner 650.6 acre tract) the following sixteen (16) courses:

1. South 55°26'29" East, a distance of 441.27 feet to a fence post found;
2. South 62°46'51" East, a distance of 837.23 feet to a fence post found;
3. South 05°17'56" West, a distance of 263.40 feet to a 1/2" rebar with cap set;
4. South 21°27'56" West, a distance of 43.48 feet to a 1/2" rebar with cap set;
5. South 15°22'04" East, a distance of 273.64 feet to a 1/2" rebar with cap set;
6. South 43°15'04" East, a distance of 125.98 feet to a 1/2" rebar with cap set;
7. South 05°22'04" East, a distance of 258.11 feet to a 1/2" rebar with cap set;
8. South 39°37'56" West, a distance of 311.40 feet to a 1/2" rebar with cap set;
9. South 39°23'56" West, a distance of 407.35 feet to a 1/2" rebar with cap set;
10. South 26°06'56" West, a distance of 512.87 feet to a 1/2" rebar with cap set;
11. South 46°36'56" West, a distance of 257.11 feet to a 1/2" rebar with cap set;
12. South 57°13'56" West, a distance of 582.89 feet to a fence post found;
13. South 47°42'14" West, a distance of 251.59 feet to a 1/2" rebar with cap set;
14. South 42°59'14" West, a distance of 415.67 feet to a 1/2" rebar with cap set;
15. South 47°42'14" West, a distance of 642.19 feet to a 1/2" rebar with cap set;
16. South 40°53'50" West, a distance of 1387.20 feet to a 1/2" rebar with cap set in the southwest line of County Road 157, being the northeast line of the said Steiner 650.6 acre tract, being also the southwest line of the said 521.94 acre tract;

THENCE South 46°37'37" East with the southwest line of County Road 157, the northeast line of the said Steiner 650.6 acre tract, and the southwest line of the said 521.94 acre tract, a distance of 483.43 feet to a 5/8" rebar found for the northernmost corner of a 200.00 acre tract of land described in Volume 819, Page 733 of the Deed Records of Bastrop County, Texas, from which a 5/8" rebar found bears South

49°34'20" East; a distance of 310.00 feet;

THENCE leaving the southwest line of County Road 157, South 36°09'41" West with the southeast line of the said Steiner 650.8 acre tract and the northwest line of the said 200.00 acre tract, a distance of 5247.42 feet to a 1/2" rebar with cap set on the north bank of the Colorado River;

THENCE with the gradient boundary of the Colorado River the following twenty-six (26) courses:

1. South 85°05'44" West, a distance of 730.40 feet to a 1/2" rebar with cap set;
2. South 85°40'17" West, a distance of 707.27 feet to a 1/2" rebar with cap set;
3. South 83°44'43" West, a distance of 273.16 feet to a 1/2" rebar with cap set;
4. South 82°00'05" West, a distance of 216.47 feet to a 1/2" rebar with cap set;
5. North 87°52'49" West, a distance of 509.38 feet to a 1/2" rebar with cap set;
6. North 76°45'21" West, a distance of 635.73 feet to a 1/2" rebar with cap set;
7. North 67°46'32" West, a distance of 696.58 feet to a 1/2" rebar with cap set;
8. North 60°30'49" West, a distance of 400.67 feet to a 1/2" rebar with cap set;
9. North 61°57'52" West, a distance of 178.15 feet to a 1/2" rebar with cap set;
10. North 56°48'32" West, a distance of 172.52 feet to a 1/2" rebar with cap set;
11. North 34°12'07" West, a distance of 315.00 feet to a 1/2" rebar with cap set;
12. North 17°49'06" West, a distance of 194.48 feet to a 1/2" rebar with cap set;
13. North 00°42'03" West, a distance of 330.38 feet to a 1/2" rebar with cap set;
14. North 05°51'25" East, a distance of 216.57 feet to a 1/2" rebar with cap set;
15. North 34°17'46" East, a distance of 328.17 feet to a 1/2" rebar with cap set;
16. North 78°35'08" East, a distance of 88.26 feet to a 1/2" rebar with cap set;

17. North 25°28'50" East, a distance of 805.50 feet to a 1/2" rebar with cap set;

18. North 19°28'15" East, a distance of 922.47 feet to a 1/2" rebar with cap set;

19. North 19°50'23" East, a distance of 477.86 feet to a 1/2" rebar with cap set;

20. North 21°15'22" East, a distance of 606.54 feet to a 1/2" rebar with cap set;

21. North 23°34'42" East, a distance of 654.28 feet to a 1/2" rebar with cap set;

22. North 17°12'19" East, a distance of 788.35 feet to a 1/2" rebar with cap set;

23. North 16°03'41" East, a distance of 419.54 feet to a 1/2" rebar with cap set;

24. North 21°34'10" East, a distance of 234.05 feet to a 1/2" rebar with cap set;

25. North 09°53'29" East, a distance of 486.10 feet to a 1/2" rebar with cap set;

26. North 11°31'48" East, a distance of 355.87 feet to a 1/2" rebar with cap set in the west line of a 92.556 acre tract of land described in Volume 1595, Page 649 of the Deed Records of Bastrop County, Texas;

THENCE leaving the east bank of the Colorado River, South 02°59'18" East with the west line of the said 92.556 acre tract, a distance of 144.84 feet to a 1/2" rebar found for the southernmost corner of the said 92.556 acre tract;

THENCE with the east line of the said 92.556 acre tract the following ten (10) courses:

1. North 22°21'42" East, a distance of 780.54 feet to a 1/2" rebar with cap set;
2. North 15°51'42" East, a distance of 152.76 feet to a 1/2" rebar found;
3. North 00°01'40" West, a distance of 444.47 feet to a 1/2" rebar found;
4. North 08°35'35" East, a distance of 166.24 feet to a 1/2" rebar found;
5. North 21°26'11" West, a distance of 91.82 feet to a 1/2" rebar found;
6. North 07°09'32" West, a distance of 111.27 feet to a 1/2" rebar found;

7. North 16°07'13" West, a distance of 172.22 feet to a 1/2" rebar with cap set;

8. North 10°07'13" West, a distance of 2799.94 feet to a 1/2" rebar found, from which a 36" Post Oak tree referenced in a survey done by Louis Knox (R.P.L.S. No. 875) on June 02, 1989, bears South 61°15'14" West, a distance of 66.40 feet;

9. South 57°24'17" West, a distance of 472.15 feet to a 1/2" rebar found;

10. North 33°04'28" West, a distance of 1180.07 feet to the center of a large circular sandstone found on the east bank of Wilbarger Creek;

THENCE South 83°56'17" West with the north line of the said 92.556 acre tract, a distance of 12.55 feet to a calculated point in the centerline of Wilbarger Creek, being the northwest corner of the said 92.556 acre tract, being the west line of the said Steiner 100 acre tract, being also the east line of a 120.01 acre tract of land described in Volume 1023, Page 237 of the Deed Records of Bastrop County, Texas;

THENCE North 06°03'43" West with the centerline of Wilbarger Creek, the west line of the said Steiner 100 acre tract, and the east line of the said 120.01 acre tract, a distance of 397.88 feet to a calculated point for the southernmost corner of the said Steiner 110 acre tract;

THENCE with the centerline of Wilbarger Creek and the common line of the said Steiner 110 acre tract and the said 120.01 acre tract the following nine (9) courses:

1. North 67°16'38" West, a distance of 108.33 feet to a calculated point;

2. South 76°45'13" West, a distance of 428.01 feet to a calculated point;

3. North 79°09'13" West, a distance of 537.38 feet to a calculated point;

4. North 50°52'08" West, a distance of 392.75 feet to a calculated point;

5. North 39°13'33" West, a distance of 288.04 feet to a calculated point;

6. North 37°23'11" West, a distance of 329.57 feet to a calculated point;

7. North 46°00'34" West, a distance of 289.79 feet to a calculated point;

8. North 42°25'33" West, a distance of 290.85 feet to a calculated point;

9. North 48°23'26" West, a distance of 125.14 feet to a calculated point for the westernmost corner of the said Steiner 110 acre tract, being the northernmost corner of the said 120.01 acre tract for the southernmost corner of a 25.931 acre tract described in Volume 1617, Page 142 of the Deed Records of Bastrop County, Texas, being also in the southeast line of a 1183.390 acre tract of land described in Volume 982, Page 195 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found for the westernmost corner of the said 120.01 acre tract, bears South 27°27'49" West, a distance of 2918.20 feet;

THENCE leaving the centerline of Wilbarger Creek, North 27°27'49" East with the northwest line of the said Steiner 110 acre tract and the southeast line of the said 25.931 acre tract, a distance of 409.00 feet to a 1/2" rebar with cap set for the westernmost corner of a 19.149 acre tract of land described in Volume 1606, Page 671 of the Deed Records of Bastrop County, Texas;

THENCE South 87°31'15" East with the south line of the said 19.149 acre tract, a distance of 1000.00 feet to a 1/2" rebar with cap set for the southeast corner of the said 19.149 acre tract;

THENCE with the east line of the said 19.149 acre tract the following two (2) courses:

1. North 06°01'15" West, a distance of 1428.00 feet to a 1/2" rebar with cap set;
2. North 15°16'57" East, a distance of 559.21 feet to a 1/2" rebar with cap set for the northernmost corner of the said 19.149 acre tract, being in the northwest line of the said Steiner 139 acre tract, being also in the southeast line of the said Steiner 164.654 acre tract;

THENCE South 27°30'07" West with the southeast line of the said Steiner 164.654 acre tract and the northwest line of the said 19.51 acre tract, a distance of 870.17 feet to a 1/2" rebar found for a southeast corner of the said Steiner 164.654 acre tract, being also the easternmost corner of the said 25.931 acre tract;

THENCE with the common line of the said Steiner 164.654 acre tract and the said 25.931 acre tract, a 7.993 acre tract and a 21.026 acre tract all described in Volume 1615, Page 123 of the Deed Records of Bastrop County, Texas, the following two (2) courses:

1. North 62°30'47" West, a distance of 1311.95 feet to a fence post found;

2. South 43°06'06" West, a distance of 1727.12 feet to a calculated point in the center of Wilbarger Creek, being the southernmost corner of the said Steiner 164.654 acre tract, being the easternmost corner of a 45.41 acre tract of land described in Volume 1530, Page 227 of the Deed Records of Bastrop County, Texas, from which a 5/8" rebar found, bears South 43°06'06" West, a distance of 133.75 feet;

THENCE with the centerline of Wilbarger Creek and the common line of the said Steiner 164.654 acre tract and the said 45.41 acre tract the following nine (9) courses;

1. North 66°30'05" West, a distance of 416.74 feet to a calculated point;
2. North 42°00'42" West, a distance of 246.40 feet to a calculated point;
3. North 22°01'15" West, a distance of 525.05 feet to a calculated point;
4. North 45°02'25" East, a distance of 181.27 feet to a calculated point;
5. North 37°28'34" East, a distance of 163.28 feet to a calculated point;
6. North 02°53'36" West, a distance of 147.59 feet to a calculated point;
7. North 55°30'50" West, a distance of 200.15 feet to a calculated point;
8. North 62°53'27" West, a distance of 211.80 feet to a calculated point;
9. North 79°10'31" West, a distance of 98.93 feet to a calculated point for the westernmost corner of the said Steiner 164.654 acre tract, being in the southeast line of a 920 acre tract of land described in Volume 9, Page 257 of the Deed Records of Bastrop County, Texas, from which a 3/8" rebar found, bears South 58°06'49" West, a distance of 3865.10 feet;

THENCE leaving the centerline of Wilbarger Creek, North 58°06'49" East with the northwest line of the said Steiner 164.654 acre tract and the southeast line of the said 920 acre tract, a distance of 3611.78 feet to a 1/2" rebar found for the northernmost corner of the said Steiner 164.654 acre tract, being the easternmost corner of the said 920 acre tract, and the south line of a 1164.571 acre tract described in Volume 1642, Page 41 of the Deed Records of Bastrop County, Texas;

THENCE South 62°40'28" East with the northeast line of the said Steiner 164.654 acre tract and the south line of the 1164.571 acre tract, a distance of 1477.73 feet to a 1/2"

rebar found for the easternmost corner of the said 164.654 acre tract, being the northernmost corner of the said Steiner 139 acre tract, being also in the southwest line of a 758.026 acre tract of land described in Volume 1642, Page 33 of the Deed Records of Bastrop County, Texas;

THENCE with the common line with the 758.026 acre tract and the boundary line agreed upon in a boundary line agreement between T.C.. Steiner and E.O. Beck described in Volume 618, Page 730 of the Deed Records of Bastrop County, Texas the following thirty-six (36) courses:

1. South 60°34'29" East, a distance of 676.32 feet to a 1/2" rebar with cap set;
2. South 70°54'37" East, a distance of 877.94 feet to a 1/2" rebar with cap set;
3. South 67°41'55" East, a distance of 501.58 feet to a 1/2" rebar with cap set;
4. South 60°15'26" East, a distance of 416.50 feet to a fence post found;
5. South 00°31'39" East, a distance of 152.98 feet to a fence post found;
6. South 20°50'21" West, a distance of 194.63 feet to a 1/2" rebar with cap set;
7. South 27°03'26" West, a distance of 574.76 feet to a 1/2" rebar with cap set;
8. South 26°20'13" West, a distance of 822.41 feet to a 1/2" rebar with cap set;
9. South 27°34'02" West, a distance of 410.88 feet to a 1/2" rebar with cap set;
10. South 26°28'38" West, a distance of 643.17 feet to a 1/2" rebar with cap set;
11. South 24°44'04" West, a distance of 327.68 feet to a fence post found;
12. South 64°41'33" East, a distance of 100.33 feet to a 1/2" rebar with cap set;
13. South 47°55'22" East, a distance of 115.67 feet to a 1/2" rebar with cap set;
14. South 49°28'11" East, a distance of 88.17 feet to a fence post found;
15. South 69°16'49" East, a distance of 53.90 feet to a 1/2" rebar with cap set;
16. South 72°00'03" East, a distance of 153.67 feet to a fence post found;

17. South 39°21'46" East, a distance of 241.05 feet to a fence post found;

18. South 44°21'15" East, a distance of 133.17 feet to a fence post found;

19. South 32°57'50" East, a distance of 125.40 feet to a fence post found;

20. South 28°21'56" East, a distance of 202.85 feet to a 1/2" rebar with cap set;

21. South 22°14'45" East, a distance of 182.74 feet to a fence post found;

22. South 25°34'06" East, a distance of 222.22 feet to a fence post found;

23. South 26°54'45" East, a distance of 225.33 feet to a fence post found;

24. South 34°58'59" East, a distance of 138.52 feet to a fence post found;

25. South 57°47'57" East, a distance of 112.30 feet to a 1/2" rebar with cap set;

26. South 73°59'12" East, a distance of 102.66 feet to a fence post found;

27. North 47°32'48" East, a distance of 251.21 feet to 36" Post Oak tree;

28. North 42°19'51" East, a distance of 100.81 feet to a 1/2" rebar with cap set;

29. North 40°28'42" East, a distance of 735.31 feet to a fence post found;

30. North 64°43'05" East, a distance of 558.40 feet to a fence post found for the northernmost corner of the said Steiner 121 acre tract;

31. South 36°52'17" East, a distance of 2164.12 feet to a fence post found for the westernmost corner of the said Steiner 48 acre tract, being the southernmost corner of the said 758.026 acre tract;

32. North 22°35'05" East, a distance of 160.76 feet to a 1/2" rebar with cap set;

33. North 23°04'21" East, a distance of 1642.53 feet to a 1/2" rebar with cap set;

34. North 23°17'50" East, a distance of 411.94 feet to a fence post found;

35. North 81°38'54" East, a distance of 409.11 feet to a fence post found;

36. North 47°15'45" East, a distance of 565.34 feet to a 1/2" rebar with cap set in the west line of County Road 157;

THENCE South 21°44'49" West with the west line of County Road 157, a distance of 318.80 feet to a 1/2" rebar with cap set;

THENCE South 74°14'51" East crossing County Road 157, a distance of 30.24 feet to a fence post found for the westernmost corner of a 161.3 acre tract of land described in Volume 1694, Page 210 of the Deed Records of Bastrop County, Texas;

THENCE with the south line of the said 161.3 acre tract the following three (3) courses:

1. South 74°14'51" East, a distance of 586.22 feet to a 1/2" rebar with cap set;
2. North 79°30'09" East, a distance of 1136.33 feet to a 1/2" rebar with cap set;
3. South 24°29'51" East, a distance of 986.30 feet to a fence post found in the northwest line of the said Steiner 650.6 acre tract, being the southernmost corner of the said 161.3 acre tract;

THENCE with the northwest line of the said Steiner 650.6 acre tract, the northwest line of the said Steiner 800 acre tract, and the southeast line of the said 161.3 acre tract the following two (2) courses:

1. North 42°23'39" East, a distance of 1666.67 feet to a 1/2" rebar with cap set;
2. North 39°57'16" East, a distance of 1693.30 feet to a calculated point in the center of Big Sandy Creek for the easternmost corner of the said 161.3 acre tract, being the southernmost corner of a 269 acre tract of land described in Volume 199, Page 843 of the Deed Records of Bastrop County, Texas;

THENCE North 42°29'40" East with the northwest line of the said Steiner 800 acre tract and the southeast line of the said 269 acre tract, a distance of 4623.26 feet to a fence post found for the westernmost corner of the said 94.5 acre tract;

THENCE with the common line of the said Steiner 800 acre tract and the said 94.5 acre tract the following two (2) courses:

1. South 48°06'21" East, a distance of 1662.66 feet to a 1/2" rebar found for the southernmost corner of the said 94.5 acre tract;

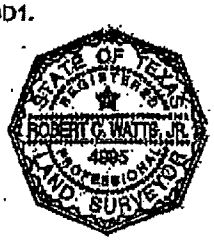
2. North 42°31'01" East, a distance of 2088.46 feet to the **POINT OF BEGINNING**, containing 5,566.770 acres of land, more or less, a portion of which lies within the roadway, and approximately 1.425 acres within fenced cemetery.

Included in this gross acreage is a 200.000 acre tract described in Volume 972, Page 757 of the Deed Records of Bastrop County, Texas, shown as Tract Three on the survey map referenced hereon.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

12-15-06

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



SCHEDULE B

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12.286 ACRES
JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 12.286 ACRES IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 107 ACRE TRACT (SECOND TRACT) CONVEYED TO JOHN H. WIETING, JR. IN A GIFT DEED DATED JANUARY 25, 1990 AND RECORDED IN VOLUME 561, PAGE 808 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 12.286 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set for the southernmost corner of the said 107 acre tract, being the easternmost corner of a 215.79 acre tract of land described in Volume 1890, Page 542 of the Deed Records of Bastrop County, Texas, from which a calculated point in the northeast right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas, being the southernmost corner of the said 215.79 acre tract, bears South 42°21'38" West, a distance of 1645.00 feet, from which a 1/2" rebar found, bears from calculated point, South 42°21'38" West, a distance of 0.14 feet;

THENCE North 46°39'53" West with the southwest line of the said 107 acre tract and the northeast line of the said 215.79 acre tract, a distance of 430.04 feet to a 1/2" rebar with Chaparral cap set, from which a fence post found for an angle point in the southwest line of the said 107 acre tract, being an angle point in the northeast line of the said 215.79 acre tract, bears North 46°39'53" West, a distance of 1988.69 feet;

THENCE over and across the said 107 acre tract, the following three (3) courses and distances:

1. North 17°55'22" East, a distance of 66.36 feet to a 1/2" rebar with Chaparral cap set;
2. With a curve to the right, a delta angle of 58°09'23", an arc length of 913.52 feet, having a radius of 900.00 feet and a chord which bears North 47°00'03" East, a distance of 874.80 feet to a 1/2" rebar with Chaparral cap set;
3. North 76°04'45" East, passing a 1/2" rebar with Chaparral cap set for reference on line at a distance of 250.00 feet, and continuing for a total distance of 361.04 feet to a calculated point at the top of the west cut bank of the Colorado River;

THENCE with the top of the west cut bank of the Colorado River, the following four (4) courses and distances:

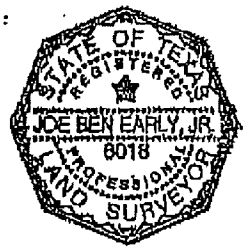
1. South 16°29'48" West, a distance of 142.82 feet to a calculated point;
2. South 14°02'33" West, a distance of 98.13 feet to a calculated point;
3. South 10°35'28" West, a distance of 138.24 feet to a calculated point;
4. South 16°12'36" West, a distance of 45.95 feet to a calculated point in the southeast line of the said 107 acre tract;

THENCE South 44°05'47" West, leaving the top of the west cut bank of the Colorado River and with the southeast line of the said 107 acre tract, passing a a 5/8" rebar found next to apparent large post hole and 5" old fence post, referenced as an "iron rod set" in a 20.001 acre "Tract IV" description in Volume 561, Page 808 of the Deed Records of Bastrop County, Texas, at a distance of 146.78 feet and continuing for a total distance of 883.34 feet to the **POINT OF BEGINNING**, containing 12.286 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999956496. Attachments: Survey Drawing 457-001-WIETING12.3AC.

4/24/09

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 5016



SCHEDULE C

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8.944 ACRES
JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 8.944 ACRES IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 215.79 ACRE TRACT CONVEYED TO DOT FORD PARTNERSHIP, LP IN A WARRANTY DEED DATED JANUARY 13, 2009 AND RECORDED IN VOLUME 1890, PAGE 542 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 8.944 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northeast right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas, being the southernmost corner of the said 215.79 acre tract, being the easternmost corner of a 0.460 acre tract described in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being also in the northwest line of a 99.23 acre tract of land described in Volume 134, Page 466 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 42°21'38" West, a distance of 0.14 feet and from which a 1/2" rebar found at the intersection of the northeast right-of-way line of F.M. 969 and the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane) (no apparent right-of-way width) referenced in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas, being also in the southwest line of the said 0.460 acre tract, bears with a curve to the left, a delta angle of 02°55'05", an arc length of 147.94 feet, having a radius of 2904.79 feet and a chord which bears North 52°07'40" West, a distance of 147.93 feet;

THENCE North 47°15'30" West with the southwest line of the said 215.79 acre tract and the northeast line of the said 0.460 acre tract, a distance of 200.00 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the southwest line of the said 215.79 acre tract, being the westernmost corner of the said 0.460 acre tract, bears North 47°15'30" West, a distance of 2516.72 feet;

THENCE over and across the said 215.79 acre tract, the following three (3) courses and distances:

1. North 42°21'38" East, a distance of 950.00 feet to a 1/2" rebar with Chaparral cap set;
2. With a curve to the left, a delta angle of 24°26'16", an arc length of 383.87 feet, having a radius of 900.00 feet and a chord which bears North 30°08'30" East, a

distance of 380.98 feet to a 1/2" rebar with Chaparral cap set;

3. North 17°55'22" East, a distance of 360.99 feet to a 1/2" rebar with Chaparral cap set in the northeast line of the said 215.79 acre tract, being in the southwest line of a 107 acre tract of land described in Volume 561, Page 808 of the Deed Records of Bastrop County, Texas, from which a fence post found for an angle point in the northeast line of the said 215.79 acre tract, being an angle point in the southwest line of the said 107 acre tract, bears North 46°39'53" West, a distance of 1988.69 feet;

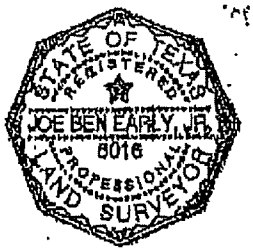
THENCE South 46°39'53" East with the northeast line of the said 215.79 acre tract and the southwest line of the said 107 acre tract, a distance of 430.04 feet to a 1/2" rebar with Chaparral cap set for the easternmost corner of the said 215.79 acre tract, being the southernmost corner of the said 107 acre tract, from which a 5/8" rebar found next to apparent large post hole and 6" old fence post, referenced as an "iron rod set" in a 20.001 acre "Tract IV" description in Volume 561, Page 808 of the Deed Records of Bastrop County, Texas, being in the southeast line of the said 107 acre tract, bears North 44°05'47" East, a distance of 736.56 feet;

THENCE South 42°21'38" West with the southeast line of the said 215.79 acre tract, a distance of 1645.00 feet to the POINT OF BEGINNING, containing 8.944 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-DOTFORD8.9AC.

4/24/09

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



SCHEDULE D-1

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0.156 ACRES
JOSE MANUEL BANGS SURVEY, ABS. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.156 ACRES (APPROXIMATELY 6,785 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 0.460 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.156 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set in the northeast right-of-way line of Doc Bryson Lane (no apparent defined right-of-way width) called Bastrop & Elgin Road in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas and called Old Elgin-Utley Road in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being in the southwest line of the said 0.460 acre tract, being also the westernmost corner of a 0.034 acre tract described in Document No. 200908334 of the Official Public Records of Bastrop County, Texas;

THENCE with the northeast right-of-way line of Doc Bryson Lane and the southwest line of the said 0.460 acre tract, the following two (2) courses and distances:

1. North 47°24'37" West, a distance of 254.57 feet to a 1/2" rebar found;
2. North 46°55'11" West, a distance of 252.52 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the northeast right-of-way line of said Doc Bryson Lane, being the westernmost corner of the said 0.460 acre tract, being also in the southwest line of a 215.79 acre tract of land described in Volume 1890, Page 542 of the Deed Records of Bastrop County, Texas, bears North 46°55'11" West, a distance of 2009.76 feet;

THENCE over and across the said 0.460 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 130.00 feet, a delta angle of 20°41'04", an arc length of 46.93 feet, and a chord which bears North 36°30'53" West, a distance of 46.68 feet to a 1/2" rebar with Chaparral cap set;

2. North 43°08'35" East, a distance of 3.18 feet to a 1/2" rebar with Chaparral cap set in the northeast line of the said 0.460 acre tract, being in the southwest line of the said 215.79 acre tract, from which a 1/2" rebar found in the northeast right-of-way line of said Doc Bryson Lane, being the westernmost corner of the said 0.460 acre tract, being also in the southwest line of the said 215.79 acre tract, bears North 47°15'30" West, a distance of 1963.89 feet;

THENCE South 47°15'30" East with the northeast line of the said 0.460 acre tract and the southwest line of the said 215.79 acre tract, a distance of 552.83 feet to a 1/2" rebar with Chaparral cap set for the northernmost corner of the said 0.034 acre tract, being the westernmost corner of an 8.944 acre tract of land described in Document No. 200907876 of the Official Public Records of Bastrop County, Texas;

THENCE South 42°21'38" West over and across the said 0.460 acre tract and with the northwest line of the said 0.034 acre tract, a distance of 12.70 feet to the **POINT OF BEGINNING**, containing 0.156 acres of land, more or less.

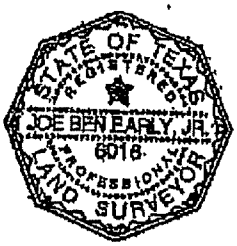
Surveyor's Note: Area of uncertain title

The said 0.460 acre tract does not appear to be in the grantee's chain of title, (See surveyor's note in Volume 746, Page 215), Surveyor's note in Volume 746, Page 215 also refers to the 0.460 acre tract as an "unused portion of the old Elgin-Utley Road". No other description or record of the 0.460 acre tract was found during the research for this survey.

Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1963/93 HARN, with a combined scale factor of 0.99995498. All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-OSBORN-0.156AC.

5/4/10

Joe Ben Early, Jr.
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SCHEDULE D-2

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0.112 ACRES
JOSE MANUEL BANGS SURVEY, ABS. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.112 ACRES (APPROXIMATELY 4,878 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 47.334 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.112 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set in the north right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas, being in the south line of the said 47.334 acre tract, from which a 1/2" rebar found at the intersection of the north right-of-way line of F.M. 969 and the southwest right-of-way line of Doc Bryson Lane (no apparent defined right-of-way width) called Bastrop & Elgin Road in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas and called Old Elgin-Utley Road in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being also the easternmost corner of the said 47.334 acre tract, bears with a curve to the right, having a radius of 2904.79 feet, a delta angle of 4°22'36", an arc length of 221.89 feet, and a chord which bears South 61°01'22" East, a distance of 221.83 feet;

THENCE with the north right-of-way line of F.M. 969 and the south line of the said 47.334 acre tract, with a curve to the left, having a radius of 2904.79 feet, a delta angle of 1°11'03", an arc length of 60.03 feet, and a chord which bears North 63°48'11" West, a distance of 60.03 feet to a 1/2" rebar with Chaparral cap set, from which a TxDOT type I monument found in the south right-of-way line of F.M. 969 at highway station 1305+95.45, 40' right, bears with a curve to the left, having a radius of 2904.79 feet, a delta angle of 4°28'37", an arc length of 226.97 feet, and a chord which bears North 66°38'01" West, a distance of 226.91 feet, then South 21°07'40" West, a distance of 80.00 feet;

THENCE over and across the said 47.334 acre tract, the following three (3) courses and distances:

1. North 24°19'20" East, a distance of 13.45 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 70.00 feet, a delta angle of 71°10'45", an arc length of 86.96 feet, and a chord which bears North 11°15'02" West, a distance of 81.48 feet to a 1/2" rebar with Chaparral cap set;

3. North 43°08'35" East, a distance of 11.30 feet to a 1/2" rebar with Chaparral cap set in the southwest right-of-way of Doc Bryson Lane, being the northeast line of the said 47.334 acre tract, from which a fence post found for an angle point in the southwest right-of-way of Doc Bryson Lane, being in the northeast line of the said 47.334 acre tract, bears North 46°54'50" West, a distance of 2025.33 feet;

THENCE South 46°54'50" East with the southwest right-of-way of Doc Bryson Lane and the northeast line of the said 47.334 acre tract, a distance of 101.36 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found at the intersection of the north right-of-way line of F.M. 969 and the southwest right-of-way line of Doc Bryson Lane, being also the easternmost corner of the said 47.334 acre tract, bears South 46°54'50" East, a distance of 241.75 feet;

THENCE over and across the said 47.334 acre tract, the following two (2) courses and distances:

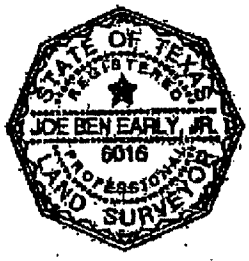
1. With a curve to the right, having a radius of 130.00 feet, a delta angle of 19°56'44", an arc length of 45.26 feet, and a chord which bears South 14°20'58" West, a distance of 45.03 feet to a 1/2" rebar with Chaparral cap set;

2. South 24°19'20" West, a distance of 15.41 feet to the **POINT OF BEGINNING**, containing 0.112 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-DOC BRYSON NEW DRIVE.

5/4/10

Joe Ben Early, Jr.
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SCHEDULE D-3

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0.140 ACRES
JOSE MANUEL BANGS SURVEY, ABS. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.140 ACRES (APPROXIMATELY 6,104 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 47.334 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.140 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found at the intersection of the north right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas and the southwest right-of-way line of Doc Bryson Lane (no apparent defined right-of-way width) called Bastrop & Elgin Road in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas and called Old Elgin-Utley Road in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being also the easternmost corner of the said 47.334 acre tract,

THENCE with the north right-of-way line of F.M. 969 and the south line of the said 47.334 acre tract, with a curve to the left, having a radius of 2904.79 feet, a delta angle of 4°22'36", an arc length of 221.89 feet, and a chord which bears North 61°01'22" West, a distance of 221.83 feet to a 1/2" rebar with Chaparral cap set, from which a TxDOT type I monument found in the south right-of-way line of F.M. 969 at highway station 1305+85.45, 40' right, bears with a curve to the left, having a radius of 2904.79 feet, a delta angle of 5°39'49", an arc length of 287.00 feet, and a chord which bears North 66°02'30" West, a distance of 286.89 feet, then South 21°07'40" West, a distance of 80.00 feet;

THENCE over and across the said 47.334 acre tract, the following two (2) courses and distances:

1. North 24°19'20" East, a distance of 15.41 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 130.00 feet, a delta angle of 19°56'44", an arc length of 45.26 feet, and a chord which bears North 14°20'58" East, a distance of 45.03 feet to a 1/2" rebar with Chaparral cap set in the southwest right-of-way of Doc Bryson Lane, being the northeast line of the said 47.334 acre

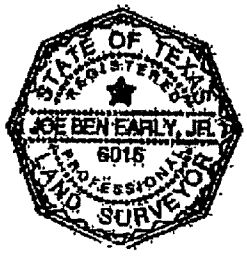
tract, from which a fence post found for an angle point in the southwest right-of-way of Doc Bryson Lane, being in the northeast line of the said 47.334 acre tract, bears North 46°54'50" West, a distance of 2126.69 feet;

THENCE South 46°54'50" East with the southwest right-of-way of Doc Bryson Lane and the northeast line of the said 47.334 acre tract, a distance of 241.75 feet to the **POINT OF BEGINNING**, containing 0.140 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496, All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-OSBORN EASTERN TRIANGLE.

5/4/10

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



SCHEDULE E

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0.034 ACRES
JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.034 ACRES (APPROXIMATELY 1,496 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 0.460 ACRE TRACT (TRACT 3) REFERRED TO AS THE UNUSED PORTION OF THE OLD ELGIN-UTLEY ROAD AND DESCRIBED IN VOLUME 746, PAGE 215 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.034 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northeast right-of-way line of F.M. 969 (80' right-of-way width), being the easternmost corner of the said 0.460 acre tract, being the southernmost corner of a 215.79 acre tract of land described in Volume 1890, Page 542 of the Deed Records of Bastrop County, Texas, being also in the northwest line of a 99.23 acre tract of land described in Volume 134, Page 466 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 42°21'38" West, a distance of 0.14 feet;

THENCE with the northeast right-of-way line of F.M. 969 and the southwest line of the said 0.460 acre tract, with a curve to the left, a delta angle of 02°56'05", an arc length of 147.94 feet, having a radius of 2904.79 feet and a chord which bears North 52°07'40" West, a distance of 147.93 feet to a 1/2" rebar found at the intersection of the northeast right-of-way line of F.M. 969 and the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane) (no apparent right-of-way width) referenced in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found at the intersection of the northeast right-of-way line of F.M. 969 and the southwest right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane), being the easternmost corner of a 47.334 acre tract of land described in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, bears with a curve to the left, a delta angle of 05°14'51", an arc length of 266.04 feet, having a radius of 2904.79 feet and a chord which bears North 56°12'39" West, a distance of 265.95 feet;

THENCE North 47°24'37" West with the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane) and the southwest line of the said 0.460 acre tract, a distance of 52.63 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson

Lane), being in the southwest line of the said 0.460 acre tract, bears North 47°24'37" West, a distance of 254.57 feet;

THENCE North 42°21'38" East over and across the said 0.460 acre tract, a distance of 12.70 feet to a 1/2" rebar with Chaparral cap set in the northeast line of the said 0.460 acre tract, being in the southwest line of the said 215.79 acre tract, from which a 1/2" rebar found for the westernmost corner of the said 0.460 acre tract, being in the southwest line of the said 215.79 acre tract, bears North 47°15'30" West, a distance of 2516.72 feet;

THENCE South 47°15'30" East with the northeast line of the said 0.460 acre tract and the southwest line of the said 215.79 acre tract, a distance of 200.00 feet to the **POINT OF BEGINNING**, containing 0.034 acres of land, more or less.

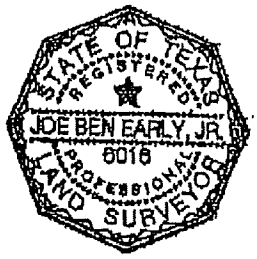
Surveyor's Note: Area of uncertain title

The said 0.460 acre tract does not appear to be in the grantee's chain of title. (See surveyor's note in Volume 746, Page 215). Surveyor's note in Volume 746, Page 215 also refers to the 0.460 acre tract as an "unused portion of the old Elgin-Utley Road". No other description or record of the 0.460 acre tract was found during the research for this survey.

Surveyed on the ground on April 16, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-OSBORN-0.034AC.

4/23/09

Joe Ben Early, Jr.
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SCHEDULE F

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8.953 ACRES
S.F. AUSTIN SURVEY, ABSTRACT 3
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 8.953 ACRES (APPROXIMATELY 389,978 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 154.20 ACRE TRACT CONVEYED TO RALPH MOCK AND WIFE, MARGARET A. MOCK IN A DEED DATED MAY 24, 1969 AND RECORDED IN VOLUME 191, PAGE 165 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 8.953 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the northwest line of the said 154.20 acre tract, being the easternmost corner of a 1.98 acre tract and the southernmost corner of a 1.00 acre tract, both described in Volume 1816, Page 40 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the southeast right-of-way line of County Road 36 – Phelan Road (no defined right-of-way width found), being the northernmost corner of the said 1.98 acre tract, being also the westernmost corner of the said 1.00 acre tract, bears North 52°53'01" West, a distance of 204.43 feet;

THENCE North 42°30'04" East with the northwest line of the said 154.20 acre tract and the southeast line of the said 1.00 acre tract, a distance of 138.09 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" rebar found in the northwest line of the said 154.20 acre tract, being the easternmost corner of the said 1.00 acre tract, being also the southernmost corner of a 1.000 acre tract described in Volume 578, Page 406 of the Deed Records of Bastrop County, Texas, bears North 42°30'04" East, a distance of 54.26 feet;

THENCE crossing the said 154.20 acre tract, the following five (5) courses and distances:

1. South 61°11'07" East, a distance of 161.24 feet to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the right, having a radius of 300.00 feet, a delta angle of 21°56'13", an arc length of 114.86 feet, and a chord which bears South 50°13'01" East, a distance of 114.16 feet to a 1/2" rebar with "Chaparral" cap set;
3. With a curve to the left, having a radius of 450.00 feet, a delta angle of 48°06'01", an arc length of 377.78 feet, and a chord which bears South 63°17'55" East, a distance of 366.78 feet to a 1/2" rebar with "Chaparral" cap set;

4. With a curve to the left, having a radius of 1140.00 feet, a delta angle of 28°59'50", an arc length of 576.95 feet, and a chord which bears North 78°09'09" East, a distance of 570.82 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" iron pipe found at the southwest intersection of County Road 45 – B.J. Mayes Road and County Road 36 – Phelan Road, being also the northeast corner of the said 154.20 acre tract, bears North 19°19'49" East, a distance of 2340.63 feet;

5. North 63°39'14" East, a distance of 924.84 feet to a 1/2" rebar with "Chaparral" cap set in the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced (no defined right-of-way width found), being the east line of the said 154.20 acre tract, from which a 4" wood fence post found in the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced, being in the east line of the said 154.20 acre tract, bears North 00°08'51" East, a distance of 29.45 feet;

THENCE South 00°08'51" West with the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced and the east line of the said 154.20 acre tract, a distance of 134.08 feet to a 1/2" rebar with "Chaparral" cap set, from which a 4" wood fence post found in the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced, being in the east line of the said 154.20 acre tract, bears South 00°08'51" West, a distance of 52.93 feet;

THENCE crossing the said 154.20 acre tract, the following three (3) courses and distances:

1. South 63°39'14" West, a distance of 865.03 feet to a 1/2" rebar with "Chaparral" cap set;

2. With a curve to the right, having a radius of 1260.00 feet, a delta angle of 29°07'08", an arc length of 640.34 feet, and a chord which bears South 78°12'47" West, a distance of 633.48 feet to a 1/2" rebar with "Chaparral" cap set;

3. With a curve to the right, having a radius of 1000.00 feet, a delta angle of 48°57'20", an arc length of 854.43 feet, and a chord which bears North 79°59'35" West, a distance of 828.68 feet to a 1/2" rebar with "Chaparral" cap set in the northwest line of the said 154.20 acre tract, being in the southeast line of the said 1.98 acre tract, from which a 1/2" rebar found in the northwest line of the said 154.20 acre tract, being in the southeast line of the said 1.98 acre tract, being also the northernmost corner of a 10.00 acre tract described in Volume 1534,

Page 858 of the Deed Records of Bastrop County, Texas, bears South 42°36'28" West, a distance of 78.52 feet;

THENCE North 42°36'28" East with the northwest line of the said 164.20 acre tract and the southeast line of the said 1.98 acre tract, a distance of 257.48 feet to the POINT OF **BEGINNING**, containing 8.953 acres of land, more or less.

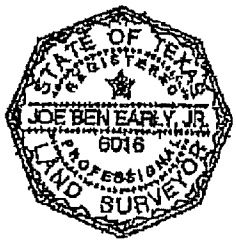
Surveyed on the ground on May 8, 2012.

Bearing Basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from The National Geodetic Survey (NGS) on-line positioning user service (OPUS).

Attachments: Survey Drawing 628-001-MOCK.

5/9/12

Joe Ben Early, Jr.
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SCHEDULE G

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6.117 ACRES
S.F. AUSTIN SURVEY, ABSTRACT 3
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 6.117 ACRES (APPROXIMATELY 266,451 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, BEING ALL OF A 4 ACRE TRACT CONVEYED TO THOMAS WHITE IN A DEED DATED OCTOBER 30, 1917 AND RECORDED IN VOLUME 71, PAGE 69 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 6.117 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the west right-of-way line of State Highway 95 (100' right-of-way width) as described in Volume 95, Page 416 of the Deed Records of Bastrop County, Texas, being an angle point in the east line of the said 4 acre White tract, being also the northernmost corner of a 0.81 acre tract described in Volume 288, Page 441 of the Deed Records of Bastrop County, Texas, from which a TxDOT type I monument found in the west right-of-way line of State Highway 95 at TxDOT highway station 777+96.3, 50' right, bears with a curve to the left, having a radius of 5779.58 feet, a delta angle of 11°35'44", an arc length of 1169.68 feet, and a chord which bears South 02°35'10" East, a distance of 1167.69 feet;

THENCE South 38°40'27" West with the southeast line of the said 4 acre White tract and the northwest line of the said 0.81 acre tract as fenced, passing a 1/2" rebar found at a distance of 3.12 feet, passing a 1/2" rebar with "Chaparral" cap set for reference at a distance of 354.99 feet and continuing for a total distance of 364.99 feet to a calculated point underneath a large fallen tree trunk for the southernmost corner of the said 4 acre White tract, being the southwest corner of the said 0.81 acre tract, being also in the north line of a 4 acre tract conveyed to Perry Taylor in Volume 118, Page 96 of the Deed Records of Bastrop County, Texas;

THENCE North 77°07'30" West with the south line of the said 4 acre White tract and the north line of the said 4 acre Taylor tract as fenced, passing a 1/2" rebar with "Chaparral" cap set for reference at a distance of 10.00 feet and continuing for a total distance of 368.37 feet to a 1/2" rebar with "Chaparral" cap set in the apparent east right-of-way line of County Road 45 – B.J. Mayes Road as fenced (no defined right-of-way width found), being the southwest corner of the said 4 acre White tract, being also the apparent northwest corner of the said 4 acre Taylor tract;

THENCE North 01°12'36" East with the apparent east right-of-way line of County Road 45 – B.J. Mayes Road and the west line of the said 4 acre White tract as fenced, a distance of 131.38 feet to a 1/2" rebar with "Chaparral" cap set for the southernmost

corner of the Zion Chapel Missionary Baptist Church tract described in Volume 55, Page 282 of the Deed Records of Bastrop County, Texas;

THENCE North 42°22'56" East with the northwest line of the said 4 acre White tract and the southeast line of the said Zion Chapel Missionary Baptist Church tract, a distance of 381.24 feet to a 1/2" rebar found for the easternmost corner of the said Zion Chapel Missionary Baptist Church tract, being an angle point in the southeast line of a 3.92 acre tract described in Volume 852, Page 101 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the north line of the said Zion Chapel Missionary Baptist Church tract, being a southwest corner of the said 3.92 acre tract, bears North 89°21'22" West, a distance of 67.02 feet;

THENCE North 42°22'56" East with the northwest line of the said 4 acre White tract and the southeast line of the said 3.92 acre tract, a distance of 488.97 feet to a 1/2" rebar with "Chaparral" cap set for the northernmost corner of the said 4 acre White tract, being the westernmost corner of a 169 4/10 acre tract described in Volume 64, Page 460 of the Deed Records of Bastrop County, Texas, same being the westernmost corner of a 38 yard by 27 yard by 20 yard triangle tract described in Volume 104, Page 273 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the southeast line of the said 3.92 acre tract, being in the northwest line of the said 169 4/10 acre tract, same being the northwest line of the said 38 yard by 27 yard by 20 yard triangle tract, bears North 42°22'56" East, a distance of 48.40 feet;

THENCE South 26°56'32" East with the northeast line of the said 4 acre White tract and the southwest line of the said 169 4/10 acre tract, same being the southwest line of the said 38 yard by 27 yard by 20 yard triangle tract, a distance of 56.83 feet to a 1/2" rebar with "Chaparral" cap set in the west right-of-way line of State Highway 95, being the southernmost corner of the said 38 yard by 27 yard by 20 yard triangle tract, from which a TxDOT type I monument found in the west right-of-way line of State Highway 95, bears North 04°39'58" East, a distance of 544.12 feet;

THENCE with the west right-of-way line of State Highway 95 and crossing the said 4 acre White tract, the following two (2) courses and distances:

1. South 04°39'58" West, a distance of 367.24 feet to a 1/2" rebar with "Chaparral" cap set at TxDOT highway station 764+91.3, 50' right;

2. With a curve to the left, having a radius of 5779.58 feet, a delta angle of 01°27'16", an arc length of 146.71 feet, and a chord which bears South 03°56'20" West, a distance of 146.70 feet to the **POINT OF BEGINNING**, containing 6.117 acres of land, more or less.

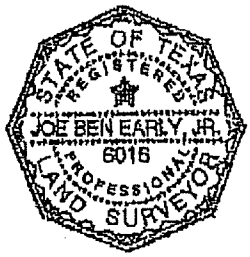
Surveyed on the ground on April 13, 2012.

Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Survey Drawing 828-001-BASE.

4/16/12

Joe Ben Early, Jr.
Registered Professional Land Surveyor
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SCHEDULE H

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2.984 ACRES
S.F. AUSTIN SURVEY, ABSTRACT 3
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 2.984 ACRES (APPROXIMATELY 130,003 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, CONSISTING OF:

TRACT 1: BEING ALL OF A 1.00 ACRE TRACT CONVEYED TO CHARLES C. COX IN A GENERAL WARRANTY DEED DATED FEBRUARY 29, 2008 AND RECORDED IN VOLUME 1816, PAGE 40 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS,

TRACT 2: BEING ALL OF A 1.98 ACRE TRACT CONVEYED TO CHARLES C. COX IN A GENERAL WARRANTY DEED DATED FEBRUARY 29, 2008 AND RECORDED IN VOLUME 1816, PAGE 40 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

SAID 2.984 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the southeast right-of-way line of County Road 36 – Phelan Road (no defined right-of-way width found), being the northernmost corner of the said 1.00 acre tract, being also the westernmost corner of a 1.000 acre tract described in Volume 578, Page 406 of the Deed Records of Bastrop County, Texas;

THENCE South 52°51'50" East with the northeast line of the said 1.00 acre tract and the southwest line of the said 1.000 acre tract, a distance of 250.61 feet to a 1/2" rebar found for the easternmost corner of the said 1.00 acre tract, being the southernmost corner of the said 1.000 acre tract, being also in the northwest line of a 154.20 acre tract described in Volume 191, Page 165 of the Deed Records of Bastrop County, Texas;

THENCE South 42°30'04" West with the southeast line of the said 1.00 acre tract and the northwest line of the said 154.20 acre tract, a distance of 192.35 feet to a 1/2" rebar found for the southernmost corner of the said 1.00 acre tract, being the easternmost corner of the said 1.98 acre tract;

THENCE South 42°36'28" West with the southeast line of the said 1.98 acre tract and the northwest line of the said 154.20 acre tract, a distance of 336.00 feet to a 1/2" rebar found for the northernmost corner of a 10.00 acre tract described in Volume 1534, Page 858 of the Deed Records of Bastrop County, Texas;

THENCE with the southeast line of the said 1.98 acre tract and the northwest line of the said 10.00 acre tract, the following three (3) courses and distances:

1. South 43°00'28" West, a distance of 145.46 feet to a 1/2" rebar found;
2. South 42°03'33" West, a distance of 150.19 feet to a 1/2" rebar found;
3. South 44°06'50" West, a distance of 203.73 feet to a 1/2" iron pipe found in the southeast right-of-way line of County Road 36 – Phelan Road, being the southernmost corner of the said 1.98 acre tract, from which a 1/2" rebar found in the southeast right-of-way line of County Road 36 – Phelan Road, being the westernmost corner of the said 10.00 acre tract, bears South 28°29'00" West, a distance of 49.98 feet;

THENCE North 28°55'39" East with the southeast right-of-way line of County Road 36 – Phelan Road and the northwest line of the said 1.98 acre tract, a distance of 839.58 feet to a 1/2" rebar found for the northernmost corner of the said 1.98 acre tract, being the westernmost corner of the said 1.00 acre tract;

THENCE North 28°45'47" East with the southeast right-of-way line of County Road 36 – Phelan Road and the northwest line of the said 1.00 acre tract, a distance of 193.64 feet to the **POINT OF BEGINNING**, containing 2.984 acres of land, more or less.

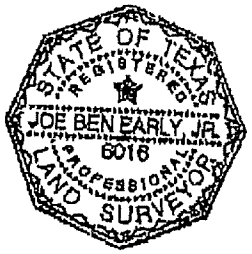
Surveyed on the ground on April 25, 2012.

Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Survey Drawing 828-001-COX.

4/26/12

Joe Ben Early, Jr.
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SCHEDULE I-1

Being a 0.210 Acre tract or parcel of land out of and being a part of the Jose Manuel Bangs Survey, A-5, in Bastrop County, Texas, and being a part of that certain 0.611 Acre tract described in a deed from Edward Charles Haywood to Shirley Jean Haywood, dated April 24, 1958, recorded in Volume 305, Page 445, Bastrop County Deed Records, Herein described tract or parcel of land being more particularly described by Metes and Bounds as follows:

Beginning at the Southwest corner of the said 0.611 Acre tract, a concrete right-of-way marker found at the intersection of the North or Northeast line of State Highway No. 71, with the East cut-back line of Farm to Market Road No. 1209 for the Southwest corner of this tract;

THENCE with the East cut-back line of Farm to Market Road No. 1209 and West line of the 0.611 Acre tract, North 11 degrees 40 minutes 49 seconds West, 61.55 feet to a 5/8 inch iron rod found for the Northwest corner of this tract;

THENCE crossing said 0.611 Acre tract, South 69 degrees 30 minutes 17 seconds East, 172.00 feet to a 5/8 inch iron rod found in the Southeast line of same, the Northwest line of that certain 2 Acre tract described in a deed from Charles Hodge, et ux, to Henrietta Houston, recorded in Volume 167, Page 192, Bastrop County Deed Records for the East or Northeast corner of this tract;

THENCE with the East or Southeast line of the 0.611 Acre tract and Northwest line of the Houston 2 Acre tract, South 40 degrees 56 minutes 46 seconds West, 82.67 feet to a 5/8 inch iron rod found in the North line of State Highway No. 71, the South or Southeast corner of the 0.611 Acre tract, the West or Southwest corner of the Houston 2 Acre tract for the South or Southeast corner of this tract;

THENCE with the North line of State Highway No. 71 and South line of the 0.611 Acre tract, North 58 degrees 34 minutes 42 seconds West, 119.71 feet to the point of beginning, containing 0.210 Acres of land.

SCHEDULE I-2

Being a 0.402 Acre tract or parcel of land, more or less, out of and being a part of the Jose Manuel Bangs Survey, A-5, in Bastrop County, Texas, and being a part of that certain 0.611 Acre tract described in a deed from Edward Charles Haywood to Shirley Jean Haywood, dated April 24, 1998, recorded in Volume 906, Page 445, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by Metes and Bounds as follows;

Commencing for reference at the Southwest corner of the said 0.611 Acre tract, a concrete right-of-way marker found at the intersection of the North or Northeast line of State Highway No. 71, with the East cut-back line of Farm to Market Road No. 1209.

THENCE with the East cut-back line of Farm to Market Road No. 1209 and West line of the 0.611 Acre tract, North 11 degrees 37 minutes 32 seconds West, 61.31 feet to a 5/8 inch iron rod set for the point of beginning, the Southwest corner of this tract;

THENCE continuing with the East cut-back line of Farm to Market Road No. 1209 and West line of the 0.611 Acre tract, North 11 degrees 37 minutes 32 seconds West, 60.43 feet to the Northwest corner of the 0.611 Acre tract, a 1/2 inch iron rod found at the Southwest remainder portion of that certain 1.0 Acre tract described in a deed from Charlie and Clara Hodge to Lawrence J. Thome, et ux, recorded in Volume 153, Page 431, Bastrop County Deed Records, for the Northwest corner of this tract;

THENCE with the North line of the 0.611 Acre tract, South 84 degrees 32 minutes 28 seconds East, 259.17 feet to a 1/2 inch iron rod found in the Northwest line of that certain 2 Acre tract described in a deed from Charles Hodge, et ux, to Henrietta Houston, recorded in Volume 187, Page 192, Bastrop County Deed Records, the Northeast corner of the 0.611 Acre tract for the East or Northeast corner of this tract;

THENCE with the Northwest tie of the Houston 2 Acre tract and East or Southeast line of the 0.611 Acre tract, South 40 degrees 49 minutes 19 seconds West, 125.37 feet to a 5/8 inch iron rod set for the Southeast corner of this tract;

THENCE crossing said 0.611 Acre tract, North 69 degrees 30 minutes 17 seconds West, 171.92 feet to the point of beginning, containing 0.402 Acres of land.

SCHEDULE J

BEING a 0.710 Acre tract or parcel of land, more or less, out of and being a part of the Jose Manuel Bange Survey, Abstract No. 5, in Bastrop County, Texas, and being a part of that certain 1.0 Acre Tract described in a deed from Charles and Clara Hodge to Lawrence J. Thorne, et ux., recorded in Volume 153, Page 431, Bastrop County Deed Records, Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the 1.0 Acre tract, a 5/8-inch iron rod set near a chain link fence corner in the Northwest line of that certain 2 Acre Tract described in a deed from Charles Hodge, et. ux., to Henrietta Houston in a deed recorded in Volume 167, Page 192, Bastrop County Deed Records, an angle corner of that certain 5.063 Acre Tract described as Tract One in a deed from Norman D. Hansen, et ux., to Johnny L. Chapman, recorded in Volume 659, Page 351, Bastrop County Official Records, for the East corner of this tract;

THENCE with the Southeast line of the 1.0 Acre Tract and Northwest line of the Houston 2 Acre Tract, South 40 degrees 07 minutes 42 seconds West, 26.68 feet to a 1/2-inch iron rod found at the Northeast corner of that certain 0.402 Acre Tract described in a deed from Shirley Jean Haywood to Shirley Jean Haywod and husband, Edward C. Haywood, recorded in Volume 1606, Page 105, Bastrop County Official Records, for the Southeast corner of this tract;

THENCE crossing said 1.0 Acre Tract with the North line of the Haywood 0.402 Acre Tract, North 84 degrees 32 minutes 25 seconds West, 256.71 feet to the Northwest corner of same, a 1/2-inch iron rod found in the East line of Farm to Market Road No. 1209 and West line of the 1.0 Acre Tract for the Southwest corner of this tract;

THENCE with the West line of the 1.0 Acre Tract and East line of Farm to Market Road No. 1209, North 11 degrees 56 minutes 33 seconds West, 168.62 feet to a concrete right of way marker found; North 20 degrees 54 minutes 07 seconds East, 32.50 feet to a 5/8-inch iron rod found near a fence corner, the Southwest corner of that certain 1.193 Acre tract described as Tract Two in the before mentioned deed to Chapman, the North or Northwest corner of the 1.0 Acre Tract for the North or Northwest corner of this tract;

THENCE with the South or Southwest line of the Sampson 1.193 Acre and 5.063 Acre Tracts, the North or Northeast corner of the 1.0 Acre Tract, South 56 degrees 05 minutes 18 seconds East, at approx. 186.08 feet pass a common corner of the Sampson 1.193 Acre and 5.063 Acre Tracts, in all 356.99 feet to the point of beginning, containing 0.710 Acres of land, more or less.

SCHEDULE K-1

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-441-6987
2807 Manchaca Road
Building One
Austin, Texas 78704

885.050 ACRES
JOSEPH ROGERS SURVEY NO. 6 ABS. NO. 55 &
JOSIAH WILBARGER SURVEY NO. 5 ABS. NO. 70
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 885.050 ACRES IN THE JOSEPH ROGERS SURVEY NO. 6 ABS. NO. 55 AND THE JOSIAH WILBARGER SURVEY NO. 5 ABS. NO. 70 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A 920 ACRE TRACT OF LAND CONVEYED TO LAY & LAY, LTD. IN A SPECIAL WARRANTY DEED EXECUTED NOVEMBER 23, 1987 AND RECORDED IN VOLUME 581, PAGE 189 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 9, PAGE 257 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 885.050 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2" rebar with cap set at the intersection of the north right-of-way line of F.M. 969 (right-of-way width varies) as described in Volume 148, Page 428 of the Deed Records of Bastrop County, Texas and the east right-of-way line of County Road No. 55 (Lower Elgin Road) (apparent 40' right-of-way width), being also in the west line of the said 920 acre tract, from which a 1/2" rebar found, bears South 27°44'29" West, a distance of 84.58 feet, and a nail found, bears North 22°26'49" West, a distance of 1.16 feet;

THENCE North 27°44'29" East with the east right-of-way line of County Road No. 55 and the west line of the said 920 acre tract, passing a 1/2" rebar with cap set for reference, at a distance of 3042.70 feet, continuing for a distance of 256.29 feet, for a total distance of 3298.99 feet to a calculated point for an angle point in the north line of the said 920 acre tract, being an angle point in the south line of a 30 acre tract of land described as Lot 7 in Volume 40, Page 578 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 35°29'35" West, a distance of 271.65 feet;

THENCE North 62°47'14" East with the north line of the said 920 acre tract and the south line of Lots 6 and 7 described in Volume 40, Page 578 of the Deed Records of Bastrop County, Texas, passing a 1/2" rebar with cap set for reference, at a distance of 1527.58 feet, continuing for a distance of 1634.36 feet, for a total distance of 3161.94 feet to a 1/2" rebar found for an angle point in the west line of the said 920 acre tract, being the easternmost corner of said Lot 6;

THENCE North 11°36'22" West with the west line of the said 920 acre tract and the east line of Lots 6 and 5 described in Volume 40, Page 578 of the Deed Records of Bastrop

County, Texas, passing a 3/8" rebar found, 6.68 feet left of said line, at a distance of 910.58 feet, and continuing with said line for a total distance of 1437.69 feet to a 1/2" rebar found in a creek for an angle point in the west line of the said 920 acre tract, being an angle point in the east line of a 15,385 acre tract of land described in Volume 1017, Page 1 of the Deed Records of Bastrop County, Texas, being also an angle point in the east line of a 13.108 acre tract described in Volume 1017, Page 1 of the Deed Records of Bastrop County, Texas;

THENCE with the west line of the said 920 acre tract and the east line of the said 13.108 acre tract and along said creek, the following approximate six (6) courses:

1. North 76°51'55" East, a distance of 121.56 feet to a 1/2" rebar found;
2. North 85°59'36" East, a distance of 191.76 feet to a 1/2" rebar found;
3. North 83°47'10" East, a distance of 174.18 feet to a 1/2" rebar found;
4. North 58°06'55" East, a distance of 113.09 feet to a 1/2" rebar found;
5. North 54°39'37" East, a distance of 166.40 feet to a 1/2" rebar found;
6. North 51°22'16" East, a distance of 64.23 feet to a 1/2" rebar found for the northeast corner of the said 13.108 acre tract, being the southeast corner of a 58 acre tract of land described in Volume 224, Page 423 of the Deed Records of Bastrop County, Texas;

THENCE continuing with said creek, with the west line of the said 920 acre tract and the east line of the said 58 acre tract, the following approximate two (2) courses:

1. North 68°22'45" East, a distance of 271.19 feet to a fence post found for monument;
2. North 53°36'10" East, a distance of 385.22 feet to a 1/2" rebar found for the northeast corner of the said 58 acre tract, being the southeast corner of a 19.021 acre tract of land described in Volume 854, Page 703 of the Deed Records of Bastrop County, Texas;

THENCE North 28°21'29" East with the east line of the said 19.021 acre tract, the east line of a 50 acre tract of land described in Volume 144, Page 319 of the Deed Records of Bastrop County, Texas, and with the east line of a 159.907 acre tract of land described in Volume 962, Page 195 of the Deed Records of Bastrop County, Texas,

passing a 1/2" rebar found, 1.47 feet left of said line, at a distance of 441.61 feet, then passing a 1/2" rebar found, 1.22 feet right of said line, at a distance of 356.63 feet, and continuing with said line for a total distance of 2805.06 feet to a 1/2" rebar found on the south bank of Wilbarger Creek;

THENCE North 12°56'58" East crossing Wilbarger Creek, a distance of 148.50 feet to a 1/2" rebar found on the north bank of Wilbarger Creek in the west line of the said 920 acre tract, being the east line of a 45.49 acre tract of land described in Volume 513, Page 576 of the Deed Records of Bastrop County, Texas;

THENCE North 27°13'17" East with the west line of the said 920 acre tract and the east line of the said 45.49 acre tract, a distance of 1532.78 feet to a 1/2" rebar found for the northwest corner of the said 920 acre tract, being the southwest corner of a 316.745 acre tract of land described in Volume 1360, Page 90 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found for the northeast corner of the said 45.49 acre tract, being in the west line of the said 316.745 acre tract, being also the southeast corner of a 6.61 acre tract of land described in Volume 484, Page 84 of the Deed Records of Bastrop County, Texas, bears North 27°31'37" East, a distance of 183.57 feet;

THENCE with the north line of the said 920 acre tract and the south line of the said 316.745 acre tract, the following four (4) courses:

1. South 62°30'46" East, a distance of 942.34 feet to a 1/2" rebar with "Garon" cap found;
2. South 62°57'17" East, a distance of 916.62 feet to a 1/2" rebar with "Garon" cap found;
3. South 63°21'06" East, a distance of 634.93 feet to a 1/2" rebar with "Garon" cap found;
4. South 63°08'18" East, a distance of 880.61 feet to a 5/8" rebar found for the southeast corner of the said 316.745 acre tract, being the southwest corner of a 66.856 acre tract of land described in Volume 1058, Page 728 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 920 acre tract and the said 66.856 acre tract, the following five (5) courses;

1. South 65°11'36" East, a distance of 341.67 feet to a 1/2" rebar with "Garon" cap found;

2. South 62°53'36" East, a distance of 543.62 feet to a 1/2" rebar with "Garon" cap found;

3. South 62°36'20" East, a distance of 501.08 feet to a nail found;

4. South 63°42'58" East, a distance of 475.51 feet to a 1/2" rebar with "Garon" cap found;

5. North 25°09'55" East, a distance of 32.78 feet to a 1/2" rebar with "Chaparral Boundary" cap found for a southwest corner of a 1164.571 acre tract of land described in Volume 1642, Page 41 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar with "Garon" cap found in the east line of the said 56.858 acre tract, being in the west line of the said 1164.571 acre tract, bears North 25°09'55" East, a distance of 113.46 feet;

THENCE South 61°24'05" East with the north line of the said 920 acre tract and the south line of the said 1164.571 acre tract, a distance of 453.43 feet to a 1/2" rebar found for the northeast corner of the said 920 acre tract, being a northwest corner of a 5556.770 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a 1/2" rebar found in the south line of the said 1164.571 acre tract, being the north line of the said 5556.770 acre tract, bears South 62°40'25" East, a distance of 1477.76 feet;

THENCE South 58°09'49" West with the east line of the said 920 acre tract, the west line of the said 5556.770 acre tract, the west line of a 45.41 acre tract of land described in Volume 1530, Page 227 of the Deed Records of Bastrop County, Texas, the west line of a 114.586 acre tract of land described in Volume 1806, Page 407 of the Deed Records of Bastrop County, Texas, passing a 1/2" rebar found, 0.19 feet left of said line, at a distance of 4695.48 feet, continuing for a distance of 2781.45 feet, for a total distance of 7476.58 feet to a 3/8" rebar found for the westernmost corner of the said 114.586 acre tract, being in the north line of a 209.576 acre tract of land described in Volume 1647, Page 758 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 920 acre tract and the said 209.576 acre tract, the following five (5) courses:

1. North 28°43'10" West, a distance of 1283.09 feet to a rock found;

2. South 58°12'43" West, a distance of 1353.55 feet to a 1/2" rebar found;

3. South 24°52'43" East, a distance of 1248.48 feet to a 1/2" rebar found;

4. South 57°48'10" West, a distance of 2309.82 feet to a 1/2" rebar with "Olson" cap found;

5. South 29°25'35" West, a distance of 3220.57 feet to a 1/2" rebar with cap set in the north right-of-way line of F.M. 969, from which a TxDOT type I monument found in the north right-of-way line of F.M. 969 at highway station 1166+53.9, 40' left, bears with a curve to the right with a delta angle of 13°05'31", an arc length of 446.10 feet, having a radius of 1949.86 feet and a chord which bears South 05°15'34" East, a distance of 445.13 feet;

THENCE with the north right-of-way line of F.M. 969 and crossing the said 920 acre tract, the following two (2) courses:

1. With a curve to the left with a delta angle of 33°06'39", an arc length of 1128.81 feet, having a radius of 1949.86 feet and a chord which bears North 29°22'09" West, a distance of 1111.20 feet to a calculated point at highway station 1151+12.6, 40' left, from which a TxDOT type I monument found, bears North 30°27'59" West, a distance of 0.79 feet;

2. North 45°55'26" West, a distance of 1768.14 feet to the POINT OF BEGINNING, containing 885.960 acres of land, more or less.

Surveyed on the ground in July & August, 2007. Bearing Basis is Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999956496. Elevations are NGVD 1988 from the same source. Attachments: Survey Drawing 467-001-LAY. Caps placed on set rebars are plastic, stamped "Chaparral Boundary".

8-17-07

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5548



SCHEDULE K-2

LEGAL DESCRIPTION

SAVE and EXCEPT

485.838 ACRES
JOSEPH ROGERS SURVEY NO. 6, ABS. NO. 55 &
JOSIAH WILBARGER SURVEY NO. 5, ABS. NO. 70
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 485.838 ACRES IN THE JOSEPH ROGERS SURVEY NO. 6, ABS. NO. 55 AND THE JOSIAH WILBARGER SURVEY NO. 5, ABS. NO. 70 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF AN 885.050 ACRE TRACT CONVEYED TO X9 RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED DATED NOVEMBER 9, 2007 AND RECORDED IN VOLUME 1781, PAGE 504 OR DOCUMENT NO. 200716605 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 485.838 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the southeast right-of-way line of County Road No. 55 (Lower Elgin Road) (apparent 40' right-of-way width), being in the northwest line of the said 885.050 acre tract, from which a 1/2" rebar with "Chaparral" cap found at the intersection of the northeast right-of-way line of F.M. 969 (right-of-way width varies) as described in Volume 148, Page 426 of the Deed Records of Bastrop County, Texas and the southeast right-of-way line of County Road No. 55 (Lower Elgin Road), being also the westernmost corner of the said 885.050 acre tract, bears South 27°44'29" West, a distance of 2801.16 feet;

THENCE North 27°44'29" East with the southeast right-of-way line of County Road No. 55 and the northwest line of the said 885.050 acre tract, passing a 1/2" rebar with "Chaparral" cap found for reference, at a distance of 241.55 feet, continuing for a distance of 256.29 feet, for a total distance of 497.84 feet to a calculated point for an angle point in the north line of the said 885.050 acre tract, being an angle point in the south line of a 30 acre tract of land described as Lot 7 in Volume 40, Page 578 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 35°29'38" West, a distance of 271.86 feet;

THENCE North 62°47'14" East with the north line of the said 885.050 acre tract and the south line of Lots 6 and 7 described in Volume 40, Page 578 of the Deed Records of Bastrop County, Texas, passing a 1/2" rebar with "Chaparral" cap found for reference, at a distance of 1527.58 feet, continuing for a distance of 1634.36 feet, for a total distance of 3161.94 feet to a 1/2" rebar found for an angle point in the west line of the said 885.050 acre tract, being the easternmost corner of said Lot 6;

THENCE North 11°38'22" West with the west line of the said 885.050 acre tract and the east line of Lots 5 and 6 described in Volume 40, Page 578 of the Deed Records of

Bastrop County, Texas, passing a 3/8" rebar found, 9.68 feet left of said line, at a distance of 910.55 feet, and continuing with said line for a total distance of 1437.69 feet to a 1/2" rebar found in a creek for an angle point in the north line of the said 885.050 acre tract, being an angle point in the east line of a 15.385 acre tract of land described in Volume 1017, Page 1 of the Deed Records of Bastrop County, Texas, being also an angle point in the south line of a 13.106 acre tract described in Volume 1017, Page 1 of the Deed Records of Bastrop County, Texas;

THENCE with the north line of the said 885.050 acre tract and the south line of the said 13.106 acre tract and along said creek, the following six (6) courses and distances:

1. North 78°51'55" East, a distance of 121.56 feet to a 1/2" rebar found;
2. North 86°59'36" East, a distance of 191.76 feet to a 1/2" rebar found;
3. North 83°47'10" East, a distance of 174.18 feet to a 1/2" rebar found;
4. North 58°05'55" East, a distance of 113.09 feet to a 1/2" rebar found;
5. North 54°39'37" East, a distance of 186.40 feet to a 1/2" rebar found;
6. North 51°22'18" East, a distance of 64.23 feet to a 1/2" rebar found for the easternmost corner of the said 13.106 acre tract, being the southeast corner of a 58 acre tract of land described in Volume 224, Page 423 of the Deed Records of Bastrop County, Texas;

THENCE continuing with said creek, with the northwest line of the said 885.050 acre tract and the southeast line of the said 58 acre tract, the following two (2) courses and distances:

1. North 68°22'45" East, a distance of 271.19 feet to a fence post found for monument;
2. North 53°36'10" East, a distance of 385.22 feet to a 1/2" rebar found for the northeast corner of the said 58 acre tract, being the southeast corner of a 19.021 acre tract of land described in Volume 854, Page 703 of the Deed Records of Bastrop County, Texas;

THENCE North 28°21'29" East with the northwest line of the said 885.050 acre tract, the southeast line of the said 19.021 acre tract, the southeast line of a 50 acre tract of land described in Volume 144, Page 319 of the Deed Records of Bastrop County,

Texas, and the southeast line of a 159.907 acre tract of land described in Volume 982, Page 195 of the Deed Records of Bastrop County, Texas, passing a 1/2" rebar found, 1.47 feet left of said line, at a distance of 441.61 feet, then passing a 1/2" rebar found, 1.22 feet right of said line, at a distance of 365.53 feet, and continuing with said line for a total distance of 2505.08 feet to a 1/2" rebar found referenced in Volume 982, Page 195 on the south bank of Wilbarger Creek;

THENCE North 12°56'56" East with the west line of the said 865.050 acre tract, a distance of 51.02 feet to a calculated point in the center of Wilbarger Creek;

THENCE over and across the said 865.050 acre tract and with the centerline of Wilbarger Creek, the following thirty-four (34) courses and distances:

1. South 57°14'38" East, a distance of 231.11 feet to a calculated point;
2. South 66°38'28" East, a distance of 187.57 feet to a calculated point;
3. South 64°54'05" East, a distance of 208.72 feet to a calculated point;
4. South 71°39'16" East, a distance of 221.11 feet to a calculated point;
5. South 75°44'03" East, a distance of 210.01 feet to a calculated point;
6. South 81°52'32" East, a distance of 398.18 feet to a calculated point;
7. South 73°33'35" East, a distance of 252.88 feet to a calculated point;
8. South 85°59'26" East, a distance of 162.86 feet to a calculated point;
9. South 66°38'00" East, a distance of 289.97 feet to a calculated point;
10. South 58°55'02" East, a distance of 165.81 feet to a calculated point;
11. South 38°42'22" East, a distance of 320.04 feet to a calculated point;
12. South 30°01'04" East, a distance of 300.55 feet to a calculated point;
13. South 14°10'20" East, a distance of 257.19 feet to a calculated point;
14. South 90°07'57" West, a distance of 156.25 feet to a calculated point;

15. South 89°13'05" West, a distance of 147.14 feet to a calculated point;

16. South 89°17'07" West, a distance of 287.42 feet to a calculated point;

17. South 19°07'20" East, a distance of 213.81 feet to a calculated point;

18. South 35°58'24" East, a distance of 155.15 feet to a calculated point;

19. South 18°27'05" East, a distance of 136.59 feet to a calculated point;

20. South 09°37'26" East, a distance of 144.76 feet to a calculated point;

21. South 24°49'25" West, a distance of 114.86 feet to a calculated point;

22. South 57°37'28" West, a distance of 119.86 feet to a calculated point;

23. North 84°23'02" West, a distance of 420.27 feet to a calculated point;

24. North 80°15'45" West, a distance of 249.70 feet to a calculated point;

25. North 85°34'32" West, a distance of 215.72 feet to a calculated point;

26. South 59°26'21" West, a distance of 227.89 feet to a calculated point;

27. South 36°02'45" West, a distance of 129.47 feet to a calculated point;

28. South 05°13'55" West, a distance of 147.82 feet to a calculated point;

29. South 28°00'33" East, a distance of 116.32 feet to a calculated point;

30. South 79°07'39" East, a distance of 355.65 feet to a calculated point;

31. North 65°17'02" East, a distance of 262.84 feet to a calculated point;

32. South 55°59'54" East, a distance of 262.22 feet to a calculated point;

33. South 24°36'07" East, a distance of 376.61 feet to a calculated point;

34. South 63°42'36" East, a distance of 172.89 feet to a calculated point in the southeast line of the said 885.050 acre tract, being in the northwest line of a 45.41 acre tract described in Volume 1530, Page 227 of the Deed Records of

Bastrop County, Texas, from which a 1/2" rebar found for the easternmost corner of the said 885.050 acre tract, being an angle point in the northwest line of a 6568.770 acre tract described in Document No. 200519026 of the Official Public Records of Bastrop County, Texas, being also in the southwest line of a 1164.571 acre tract described in Document No. 200708067 of the Official Public Records of Bastrop County, Texas, bears North 58°08'49" East, a distance of 4310.49 feet;

THENCE with the southeast line of the said 885.050 acre tract and the northwest line of the said 45.41 acre tract, the following two (2) courses and distances:

1. South 58°08'49" West, a distance of 159.84 feet to a 1/2" rebar found;

2. South 58°08'49" West, a distance of 225.10 feet to a calculated point for the westernmost corner of the said 45.41 acre tract, being the northernmost corner of a 114.586 acre tract described in Volume 1606, Page 407 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 31°53'11" East, a distance of 0.19 feet;

THENCE South 58°08'49" West with the southeast line of the said 885.050 acre tract and the northwest line of the said 114.586 acre tract, a distance of 2751.46 feet to a 3/8" rebar found for the westernmost corner of the said 114.586 acre tract, being in the northeast line of a 209.578 acre tract of land described in Volume 1647, Page 755 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 885.050 acre tract and the said 209.578 acre tract, the following four (4) courses and distances:

1. North 23°43'10" West, a distance of 1283.09 feet to a rock found;

2. South 56°12'43" West, a distance of 1353.55 feet to a 1/2" rebar found;

3. South 24°52'43" East, a distance of 1248.48 feet to a 1/2" rebar found;

4. South 57°42'57" West, a distance of 2383.85 feet to a 1/2" rebar found, from which a 1/2" rebar with "Olson" cap found, bears North 55°19'42" East, a distance of 84.10 feet, and a 1/2" rebar found, bears North 22°33'44" East, a distance of 190.58 feet and a 1/2" rebar with "Chaparral" cap found in the east right-of-way line of F.M. 969, being the southernmost corner of the said 885.050 acre tract, bears South 27°44'00" West, a distance of 3145.81 feet;

THENCE North 45°13'03" West over and across the said 885.050 acre tract, a distance of 2735.96 feet to the POINT OF BEGINNING, containing 465.838 acres of land, more or less.

SCHEDULE K-3

LEGAL DESCRIPTION

SAVE + EXCEPT

171.693 ACRES
JOSEPH ROGERS SURVEY NO. 6, ABS. NO. 55
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 171.693 ACRES IN THE JOSEPH ROGERS SURVEY NO. 6, ABS. NO. 55 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF AN 885.050 ACRE TRACT CONVEYED TO XS RANCH FUND VI, LP, IN A SPECIAL WARRANTY DEED DATED NOVEMBER 9, 2007 AND RECORDED IN VOLUME 1791, PAGE 504 OR DOCUMENT NO. 200718605 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 171.693 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2" rebar with "Chaparral" cap found at the intersection of the northeast right-of-way line of F.M. 969 (right-of-way width varies) as described in Volume 148, Page 428 of the Deed Records of Bastrop County, Texas and the southeast right-of-way line of County Road No. 55 (Lower Elgin Road) (apparent 40' right-of-way width), being also the westernmost corner of the said 885.050 acre tract, from which a 1/2" rebar found, bears South 27°44'29" West, a distance of 84.68 feet, and a nail found, bears North 22°26'49" West, a distance of 1.15 feet;

THENCE North 27°44'29" East with the southeast right-of-way line of County Road No. 55 and the northwest line of the said 885.050 acre tract, a distance of 2801.16 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" rebar with "Chaparral" cap found for reference in the southeast right-of-way line of County Road No. 55, being the northwest line of the said 885.050 acre tract, bears North 27°44'29" East, a distance of 241.66 feet;

THENCE South 46°18'03" East over and across the said 885.050 acre tract, a distance of 2735.96 feet to a 1/2" rebar found for an angle point in the southeast line of the said 885.050 acre tract, being an angle point in the northwest line of a 209.678 acre tract of land described in Volume 1647, Page 758 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar with "Olson" cap found, bears North 65°19'42" East, a distance of 84.10 feet, and a 1/2" rebar found, bears North 22°33'44" East, a distance of 190.58 feet, and a 1/2" rebar found for an angle point in the southeast line of the said 885.050 acre tract, being an angle point in the northwest line of the said 209.678 acre tract, bears North 67°42'57" East, a distance of 2393.85 feet;

THENCE South 27°44'00" West with the southeast line of the said 885.050 acre tract and the northwest line of the said 209.678 acre tract, a distance of 3145.81 feet to a 1/2" rebar with "Chaparral" cap found in the east right-of-way line of F.M. 969, being the southernmost corner of the said 885.050 acre tract, from which a TxDOT type I

monument found in the northeast right-of-way line of F.M. 969 at highway station 1166+53.5, 40' left, bears with a curve to the right with a delta angle of 13°08'31", an arc length of 446.10 feet, having a radius of 1949.86 feet and a chord which bears South 05°15'34" East, a distance of 445.18 feet;

THENCE with the northeast right-of-way line of F.M. 969 and the southwest line of the said 585 acre tract, the following two (2) courses and distances:

1. With a curve to the left with a delta angle of 33°09'59", an arc length of 1128.81 feet, having a radius of 1949.86 feet and a chord which bears North 29°22'09" West, a distance of 1111.20 feet to a calculated point at highway station 1151+12.6, 40' left, from which a TxDOT type I monument found, bears North 30°27'59" West, a distance of 0.79 feet;

2. North 45°55'28" West, a distance of 1766.14 feet to the POINT OF BEGINNING, containing 171.693 acres of land, more or less.

SCHEDULE K-4

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5.606 ACRES
JOSEPH ROGERS SURVEY NO. 6 ABS. NO. 55
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 5.606 ACRES IN THE JOSEPH ROGERS SURVEY NO. 6 ABS. NO. 55 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 5.61 ACRE TRACT OF LAND CONVEYED TO LAY & LAY, LTD. IN A SPECIAL WARRANTY DEED EXECUTED NOVEMBER 28, 1997 AND RECORDED IN VOLUME 881, PAGE 189 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 484, PAGE 54 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 5.606 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of the said 5.61 acre tract, being the southwest corner of Tract 28, Forest Ridge Estates, a subdivision of record in Cabinet 2, Pages 323A-325A of the Plat Records of Bastrop County, Texas, being also a point in the east line of a remainder of a 248.720 acre tract of land described in Volume 411, Page 472 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the curving south right-of-way line of Forest Ridge Drive (70' right-of-way width), being an angle point in the west line of said Tract 28, being also the northeast corner of the said remainder of a 248.720 acre tract, bears North 27°14'18" East, a distance of 13.70 feet;

THENCE South 62°45'31" East with the north line of the said 5.61 acre tract and the south line of said Tract 28, a distance of 785.02 feet to a 1/2" rebar found for the northeast corner of the said 5.61 acre tract, being the southeast corner of said Tract 28, being also in the west line of a 316.745 acre tract of land described in Volume 1386, Page 90 of the Deed Records of Bastrop County, Texas;

THENCE South 27°14'58" West with the east line of the said 5.61 acre tract and the west line of the said 316.745 acre tract, a distance of 490.05 feet to a 1/2" rebar found for the southeast corner of the said 5.61 acre tract, being the northeast corner of a 45.49 acre tract of land described in Volume 513, Page 676 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found for the southwest corner of the said 316.745 acre tract, being in the east line of the said 45.49 acre tract, being also the northwest corner of a 920 acre tract of land described in Volume 9, Page 257 of the Deed Records of Bastrop County, Texas, bears South 27°31'37" West, a distance of 133.37 feet;

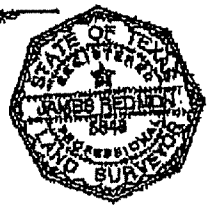
THENCE North 46°38'52" West with the south line of the said 5.61 acre tract and the north line of the said 45.46 acre tract, a distance of 796.95 feet to a 1/2" rebar found for, the southwest corner of the said 5.61 acre tract, being also the southeast corner of the said remainder of a 246.720 acre tract;

THENCE North 27°14'16" East with the west line of the said 5.61 acre tract and the east line of the said remainder of a 246.720 acre tract, a distance of 205.62 feet to the POINT OF BEGINNING, containing 5.608 acres of land, more or less.

Surveyed on the ground in July & August, 2007. Bearing Basis is Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1999/93 HARN, with a combined scale factor of 0.99995495. Elevations are NGVD 1988 from the same source. Attachments: Survey Drawing 457-001-LAY-5AC.

8-20-07

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848



SCHEDULE L

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1.604 ACRES
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 1.604 ACRES (APPROXIMATELY 69,868 SQ. FT.) IN THE ISAAC HARRIS SURVEY NO. 2, ABS. NO. 38 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 1.599 ACRE TRACT CONVEYED TO SHARP FAMILY PARTNERSHIP IN A GENERAL WARRANTY DEED DATED JANUARY 13, 2003 AND RECORDED IN DOCUMENT NO. 200300783 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 1.604 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap found in the west right-of-way line of State Highway 95 (100' right-of-way width), being the southeast corner of the said 1.599 acre tract, being also the northeast corner of a 6.114 acre tract described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a 1/2" iron pipe found in the west right-of-way line of State Highway 95, being in the east line of the said 6.114 acre tract, bears South 04°45'50" West, a distance of 1102.72 feet;

THENCE North 85°14'10" West with the south line of the said 1.599 acre tract and the north line of the said 6.114 acre tract, a distance of 179.90 feet to a 1/2" rebar with Chaparral cap found in the east right-of-way line of The Union Pacific Railroad (100' right-of-way width), being the southwest corner of the said 1.599 acre tract, being also the northwest corner of the said 6.114 acre tract, from which a 1/2" rebar with Chaparral cap found in the east right-of-way line of The Union Pacific Railroad, being the southernmost corner of the said 6.114 acre tract, bears South 07°14'40" West, a distance of 1489.53 feet;

THENCE North 07°14'40" East with the east right-of-way line of The Union Pacific Railroad and the west line of the said 1.599 acre tract, a distance of 408.65 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of the said 1.599 acre tract, being the southwest corner of a 2.064 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, from which a 1/2" rebar with Chaparral cap found in the east right-of-way line of The Union Pacific Railroad, being in the west line of the said 2.064 acre tract, bears North 07°14'40" East, a distance of 476.39 feet;

THENCE South 85°14'10" East with the north line of the said 1.599 acre tract and the south line of the said 2.064 acre tract, a distance of 162.20 feet to a 1/2" rebar with Chaparral cap found in the west right-of-way line of State Highway 95, being the northeast corner of the said 1.599 acre tract, being also the southeast corner of the said

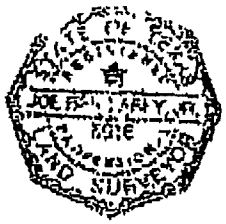
2.064 acre tract, from which a 1/2" rebar found in the west right-of-way line of State Highway 95, being the northernmost corner of the said 2.064 acre tract, bears North 04°45'50" East, a distance of 693.60 feet;

THENCE South 04°45'50" West with the west right-of-way line of State Highway 95 and the east line of the said 1.599 acre tract, a distance of 408.47 feet to the POINT OF BEGINNING, containing 1.604 acres of land, more or less.

Surveyed on the ground on November 22, 2008. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-HWY95-1.6AC.

12/5/08

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



SCHEDULE M-1

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2.064 ACRES
TRACT TWO-A
STEINER RANCH
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 2.064 ACRES IN THE ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 2.058 ACRE TRACT OF LAND (TRACT 1) DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO STEINER & SONS, LTD. DATED APRIL 25, 2005, OF RECORD IN VOLUME 1529, PAGE 517 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 2.064 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the west right-of-way line of State Highway 95 (100' public right-of-way width), being on the north side of County Road 48 (no apparent defined right-of-way width), being the northeast corner of the said Steiner 2.058 acre tract, being also the southeast corner of a 21.721 acre tract of land described in Volume 305, Page 466 of the Deed Records of Bastrop County, Texas;

THENCE South 04°45'50" West, crossing County Road 48, with west right-of-way line of State Highway 95 and the east line of the said Steiner 2.058 acre tract, a distance of 693.60 feet to a 1/2" rebar with cap set for the southeast corner of the said Steiner 2.058 acre tract, from which a 1/2" rebar with cap set for the northeast corner of a 6.096 acre tract of land conveyed to Steiner & Sons, Ltd. in Volume 1529, Page 517 of the Deed Records of Bastrop County, Texas, bears South 04°45'50" West, a distance of 408.47 feet;

THENCE North 85°14'10" West with the south line of the said Steiner 2.058 acre tract, a distance of 162.20 feet to a 1/2" rebar with cap set in the east right-of-way line of The Union Pacific Railroad (100' right-of-way width), being the southwest corner of the said Steiner 2.058 acre tract, from which a 1/2" rebar with cap set for the northwest corner of the said 6.096 acre tract, bears South 07°14'40" West, a distance of 408.85 feet;

THENCE with the east right-of-way line of The Union Pacific Railroad and the west line of the said Steiner 2.058 acre tract the following two (2) courses:

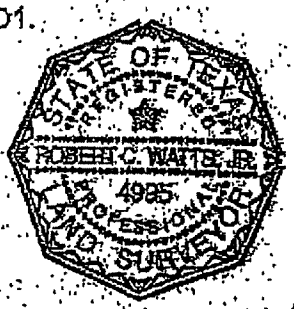
1. North 07°14'40" East, a distance of 476.39 feet to a 1/2" rebar with cap set;
2. Along a curve to the left, an arc length of 32.90 feet, having a radius of 1482.37 feet and a chord which bears North 06°36'10" East, a distance of 32.90 feet to a 1/2" rebar with cap set for the northwest corner of the said Steiner 2.058 acre

tract, being the southwest corner of the said 21.721 acre tract;

THENCE North 42°01'01" East, crossing County Road 48, with the north line of the said Steiner 2.058 acre tract and the south line of the said 21.721 acre tract, passing a 1/2" rebar found at a distance of 1.92 feet, and continuing a distance of 230.22 feet; for a total distance of 232.14 feet to the POINT OF BEGINNING, containing 2.064 acres of land, more or less, a portion of which lies within the roadway of County Road 48.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



12-15-06

SCHEDULE M-2

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6.114 ACRES
TRACT TWO-B
STEINER RANCH
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 6.114 ACRES IN THE ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 6.096 ACRE TRACT OF LAND (TRACT 2) DESCRIBED IN A CORRECTION GENERAL WARRANTY DEED TO STEINER & SONS, LTD. DATED APRIL 25, 2005, OF RECORD IN VOLUME 1529, PAGE 517 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 6.114 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found in the west right-of-way line of State Highway 95, being the southeast corner of the said Steiner 6.096 acre tract, being in the northwest line of a Department of Justice 163.41 acre tract, from which a concrete highway monument found bears, South 04°44'18" West, a distance of 9494.37 feet;

THENCE South 38°26'26" West with the southeast line of the said Steiner 6.096 acre tract and the northwest line of the said 163.41 acre tract, passing a 1/2" iron pipe found at a distance of 438.05 feet, continuing for a distance of 1.08 feet, for a total distance of 439.13 feet to a 1/2" rebar with cap set in the east right-of-way line of The Union Pacific Railroad (100' right-of-way width), being the southwest corner of the said Steiner 6.096 acre tract;

THENCE North 07°14'40" East with the east right-of-way line of The Union Pacific Railroad and the west line of the said Steiner 6.096 acre tract, a distance of 1469.53 feet to a 1/2" rebar with cap set for the northwest corner of the said Steiner 6.096 acre tract, from which a 1/2" rebar with cap set for the southwest corner of a 2.058 acre tract of land conveyed to Steiner & Sons, Ltd. in Volume 1529, Page 517 of the Deed Records of Bastrop County, Texas, bears North 07°14'40" East, a distance of 408.85 feet;

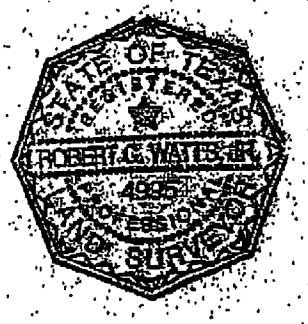
THENCE South 85°14'10" East with the north line of the said Steiner 6.096 acre tract, a distance of 179.90 feet to a 1/2" rebar with cap set in the west right-of-way line of State Highway 95, being the northeast corner of the said Steiner 6.096 acre tract, from which a 1/2" rebar with cap set for the southeast corner of the said Steiner 2.058 acre tract, bears North 04°45'50" East, a distance of 408.47 feet;

THENCE South 04°45'50" West with the west right-of-way line of State Highway 95 and the east line of the said Steiner 6.096 acre tract, a distance of 1102.72 feet to the **POINT OF BEGINNING**, containing 6.114 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

12-15-06

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



page 292

SCHEDULE N

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19.149 ACRES
TRACT FIVE (ALSO MINERAL TRACT 5 OF 440 AC.)
S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 19.149 ACRES IN THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 19.149 ACRE TRACT OF LAND CONVEYED TO STEINER & SONS, LTD. IN A SPECIAL WARRANTY DEED DATED FEBRUARY 07, 2006 AND RECORDED IN VOLUME 1606, PAGE 671 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 19.149 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set for the southwest corner of the said 19.149 acre tract, being the northwest corner of a 4.455 acre tract of land described in Volume 1606, Page 671 of the Official Public Records of Bastrop County, Texas, being also in the southeast line of a 25.931 acre tract of land described in Volume 1617, Page 142 of the Official Public Records of Bastrop County, Texas;

THENCE North 27°27'49" East with the northwest line of the said 19.149 acre tract and the southeast line of the said 25.931 acre tract, a distance of 1289.83 feet to a 1/2" rebar found for the easternmost corner of the said 25.931 acre tract, being a southeast corner of a 164.654 acre tract of land described in Volume 627, Page 511 of the Deed Records of Bastrop County, Texas;

THENCE North 27°30'07" East with the northwest line of the said 19.149 acre tract and the southeast line of the said 164.654 acre tract, a distance of 870.17 feet to a 1/2" rebar with cap set for the northernmost corner of the said 19.149 acre tract, being in the northwest line of a 139 acre tract of land described in Volume 149, Page 131 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found for the easternmost corner of the said 164.654 acre tract, being the northernmost corner of the said 139 acre tract, bears North 27°30'07" East, a distance of 1440.22 feet;

THENCE with the east line of the said 19.149 acre tract the following two (2) courses:

1. South 15°16'57" West, a distance of 559.21 feet to a 1/2" rebar with cap set;
2. South 06°01'15" East, a distance of 1428.00 feet to a 1/2" rebar with cap set for the southeast corner of the said 19.149 acre tract;

THENCE North 87°31'15" West with the south line of the said 19.149 acre tract, a distance of 1000.00 feet to the **POINT OF BEGINNING**, containing 19.149 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

12-15-06

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



SCHEDULE O

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54.912 ACRES
TRACT SIX (ALSO MINERAL TRACT 6 OF 440 AC.)
JOSIAH WILBARGER SURVEY NO. 5, ABS. NO. 70
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 54.912 ACRES IN THE JOSIAH WILBARGER SURVEY NO. 5, ABSTRACT NO. 70 IN BASTROP COUNTY, TEXAS, CONSISTING OF:

BEING ALL OF A 25.931 ACRE TRACT OF LAND CONVEYED TO STEINER & SONS, LTD. IN A SPECIAL WARRANTY DEED DATED MARCH 16, 2006 AND RECORDED IN VOLUME 1617, PAGE 142 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND

BEING ALL OF A 21.026 ACRE TRACT AND A 7.993 ACRE TRACT OF LAND CONVEYED TO STEINER & SONS, LTD. IN A SPECIAL WARRANTY DEED DATED MARCH 10, 2006 AND RECORDED IN VOLUME 1615, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 54.912 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the easternmost corner of the said 25.931 acre tract, being a southeast corner of a 164.654 acre tract of land described in Volume 527, Page 511 of the Deed Records of Bastrop County, Texas, being also in the northwest line of a 19.149 acre tract of land described in Volume 1606, Page 671 of the Official Public Records of Bastrop County, Texas, from which a 1/2" rebar with cap set for the northernmost corner of the said 19.149 acre tract, bears North 27°30'07" East, a distance of 870.17 feet;

THENCE South 27°27'49" West with the southeast line of the said 25.931 acre tract and the northwest line of the said 19.149 acre tract, a distance of 1289.83 feet to a 1/2" rebar with cap set for the southwest corner of the said 19.149 acre tract, being the northwest corner of a 4.455 acre tract of land described in Volume 1606, Page 671 of the Official Public Records of Bastrop County, Texas;

THENCE South 27°27'49" West with the southeast line of the said 25.931 acre tract and the northwest line of the said 4.455 acre tract, a distance of 409.00 feet to a calculated point in the centerline of Wilbarger Creek for the southernmost corner of the said 25.931 acre tract, being the westernmost corner of the said 4.455 acre tract;

THENCE with the centerline of Wilbarger Creek and the south line of the said 25.931 acre tract, the said 7.993 acre tract, and the said 21.026 acre tract the following eight (8) courses:

1. North 49°12'01" West, a distance of 111.23 feet to a calculated point;
2. North 37°08'08" West, a distance of 298.62 feet to a calculated point;
3. North 37°17'46" West, a distance of 179.22 feet to a calculated point;
4. North 49°00'32" West, a distance of 191.23 feet to a calculated point;
5. North 60°13'33" West, a distance of 62.78 feet to a calculated point;
6. North 78°01'38" West, a distance of 186.28 feet to a calculated point;
7. North 84°04'00" West, a distance of 523.37 feet to a calculated point;
8. North 62°23'15" West, a distance of 323.37 feet to a calculated point for the westernmost corner of the said 21.026 acre tract, being the southernmost corner of the said 164.654 acre tract, from which a 5/8" rebar found, bears South 43°08'06" West, a distance of 133.75 feet;

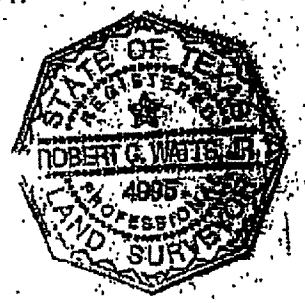
THENCE leaving the centerline of Wilbarger Creek, North 43°08'06" East with the northwest line of the said 21.026 acre tract and the southeast line of the said 164.654 acre tract, a distance of 1727.12 feet to a fence corner post found for the northernmost corner of the said 21.026 acre tract;

THENCE South 62°30'47" East with the northeast line of the said 21.026 acre tract, the 7.993 acre tract, the said 25.931 acre tract, and the southwest line of the said 164.654 acre tract, a distance of 1311.95 feet to the **POINT OF BEGINNING**, containing 54.912 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

12.15.06

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



SCHEDULE P

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92.556 ACRES
TRACT SEVEN
S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 92.556 ACRES IN THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 92.556 ACRE TRACT OF LAND CONVEYED TO STEINER & SONS, LTD. IN A SPECIAL WARRANTY DEED DATED DECEMBER 21, 2005 AND RECORDED IN VOLUME 1595, PAGE 649 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 92.556 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southernmost corner of the said 92.556 acre tract; near the confluence of the Colorado River and Wilbarger Creek;

THENCE North 02°59'18" West with the west line of the said 92.556 acre tract, a distance of 144.84 feet to a 1/2" rebar with cap set on the east bank of the Colorado River; from which a 1/2" rebar with cap set on the east bank of the Colorado River, bears South 11°31'48" West, a distance of 355.87 feet;

THENCE leaving the east bank of the Colorado River, North 53°49'09" West with the southwest line of the said 92.556 acre tract, a distance of 69.34 feet to a calculated point where the centerline of Wilbarger Creek intersects the Colorado River, being the southeast corner of a 136.212 acre tract of land described in Volume 892, Page 193 of the Official Records of Bastrop County, Texas;

THENCE with the centerline of Wilbarger Creek, the west line of the said 92.556 acre tract, the east line of the said 136.212 acre tract, the east line of a 81.191 acre tract of land described in Volume 892, Page 193 of the Official Records of Bastrop County, Texas, and the east line of a 120.01 acre tract of land described in Volume 1023, Page 237 of the Official Records of Bastrop County, Texas, the following fourteen (14) courses:

1. North 18°10'09" East, a distance of 356.21 feet to a calculated point;
2. North 44°41'35" West, a distance of 227.87 feet to a calculated point;
3. North 53°29'52" West, a distance of 698.05 feet to a calculated point;
4. North 36°33'37" West, a distance of 235.46 feet to a calculated point;

5. North 37°59'00" West, a distance of 265.07 feet to a calculated point;
6. North 02°23'23" West, a distance of 270.27 feet to a calculated point;
7. North 00°10'50" West, a distance of 941.81 feet to a calculated point;
8. North 03°41'38" East, a distance of 331.45 feet to a calculated point;
9. North 01°15'11" West, a distance of 215.82 feet to a calculated point;
10. North 12°30'42" East, a distance of 662.97 feet to a calculated point;
11. North 02°35'44" West, a distance of 192.80 feet to a calculated point;
12. North 21°53'58" West, a distance of 662.71 feet to a calculated point;
13. North 26°15'09" West, a distance of 385.97 feet to a calculated point;
14. North 04°18'25" West, a distance of 270.75 feet to a calculated point;

THENCE leaving the centerline of Wilbarger Creek, North 83°58'17" East with the north line of the said 92.556 acre tract, a distance of 12.55 feet to the center of a large circular sandstone found on the east bank of Wilbarger Creek for the northernmost corner of the said 92.556 acre tract;

THENCE with the east line of the said 92.556 acre tract the following ten (10) courses:

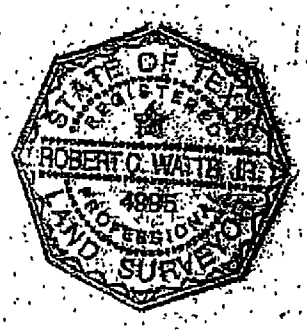
1. South 33°04'28" East, a distance of 1180.07 feet to a 1/2" rebar found;
2. North 57°24'17" East, a distance of 472.15 feet to a 1/2" rebar found, from which a 36" Post Oak tree referenced in a survey made by Louis Knox (R.P.L.S. No. 875) on June 02, 1989, bears South 51°15'14" West, a distance of 66.40 feet;
3. South 10°07'13" East, a distance of 2799.94 feet to a 1/2" rebar with cap set;
4. South 16°07'13" East, a distance of 172.22 feet to a 1/2" rebar found;
5. South 07°09'32" East, a distance of 111.27 feet to a 1/2" rebar found;
6. South 21°26'11" East, a distance of 91.82 feet to a 1/2" rebar found;

7. South 08°35'35" West, a distance of 166.24 feet to a 1/2" rebar found;
8. South 00°01'40" East, a distance of 444.47 feet to a 1/2" rebar found;
9. South 15°51'42" West, a distance of 152.78 feet to a 1/2" rebar with cap set;
10. South 22°21'42" West, a distance of 780.54 feet to the **POINT OF BEGINNING**, containing 92.556 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

12-15-06

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



SCHEDULE Q

Chaparral
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160.346 ACRES
TRACT EIGHT (ALSO MINERAL TRACT 8 OF 440 AC.)
S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 160.346 ACRES IN THE S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 161.3 ACRE TRACT OF LAND CONVEYED TO STEINER & SONS, LTD. IN A WARRANTY DEED FILED MAY 12, 2006 AND RECORDED IN VOLUME 1634, PAGE 210 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 160.346 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 23" Post Oak in the northwest right-of-way line of County Road 157 (no apparent defined right-of-way width), being the northernmost corner of the said 161.3 acre tract, being the westernmost corner of a 38 acre tract of land described in Volume 140, Page 543 of the Deed Records of Bastrop County, Texas, being also in the southeast line of a 474.985 acre tract of land described in Volume 209, Page 783 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 161.3 acre tract and the said 38 acre tract the following three (3) courses:

1. South 33°31'23" East, a distance of 1216.18 feet to a fence post found;
2. South 76°56'50" East, a distance of 721.09 feet to a fence post found;
3. North 37°12'24" East, a distance of 975.83 feet to fence post found in the south line of a 30' lane described in Volume 49, Page 614, Volume 118, Page 150, Volume 209, Page 783 and Volume 211, Page 502, all of the Deed Records of Bastrop County, Texas;

THENCE with the north line of the said 161.3 acre tract and the south line of the said 30' lane the following five (5) courses:

1. South 78°03'11" East, a distance of 286.11 feet to a 1/2" rebar with cap set;
2. North 85°41'49" East, a distance of 216.67 feet to a 1/2" rebar with cap set;
3. South 89°48'11" East, a distance of 500.00 feet to a 1/2" rebar with cap set;
4. South 10°48'11" East, a distance of 336.11 feet to a 1/2" rebar with cap set;

5. South 46°03'11" East, a distance of 222.22 feet to a calculated point in the centerline of Big Sandy Creek, being the easternmost corner of the said 161.3 acre tract, being also in the northwest line of an 800 acre tract of land described in Volume 108, Page 422 of the Deed Records of Bastrop County, Texas;

THENCE with the southeast line of the said 161.3 acre tract and the northwest line of the said 800 acre tract, and the northwest line of a 650.6 acre tract of land described in Volume 108, Page 422 of the Deed Records of Bastrop County, Texas the following two (2) courses:

1. South 39°57'16" West, a distance of 1693.30 feet to a 1/2" rebar with cap set;
2. South 42°23'39" West, a distance of 1666.67 feet to a fence post found for the southernmost corner of the said 161.3 acre tract;

THENCE with the south line of the said 161.3 acre tract and the apparent north line of a 54 acre tract of land described in Volume 112, Page 39 of the Deed Records of Bastrop County, Texas the following three (3) courses:

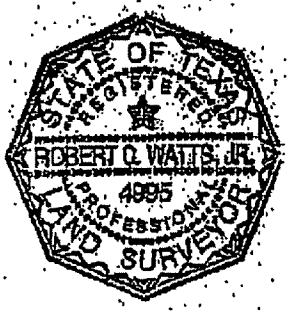
1. North 24°29'51" West, a distance of 986.30 feet to a 1/2" rebar with cap set;
2. South 79°30'09" West, a distance of 1136.33 feet to a 1/2" rebar with cap set;
3. North 74°14'51" West, a distance of 586.22 feet to a fence post found in the southeast right-of-way line of County Road 157, being the westernmost corner of the said 161.3 acre tract;

THENCE North 23°12'48" East over and across County Road 157, a distance of 2837.55 feet to the **POINT OF BEGINNING**, containing 160.346 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: None.

12-15-06

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



SCHEDULE R

Chaparral

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106.542 ACRES
TRACT 18
S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 106.542 ACRES IN THE S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF AN 112.676 ACRE TRACT OF LAND CONVEYED TO CL BASTROP, L.L.C. IN A GENERAL WARRANTY DEED DATED APRIL 6, 2020 AND RECORDED IN DOCUMENT NO. 202005532 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 106.542 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1
103.608 ACRES

BEGINNING at a fence post found for the easternmost corner of the said 112.676 acre tract, being an angle point in the northwest line of a 507.061 acre tract of land described in Document No. 20200532 of the Official Public Records of Bastrop County, Texas;

THENCE with the common line of the said 112.676 acre tract and the said 507.061 acre tract the following three (3) courses:

1. South 44°11'45" West, a distance of 1333.77 feet to a fence post found;

2. South 29°39'55" West, a distance of 502.95 feet to a fence post found for the southernmost corner of the said 112.676 acre tract;

3. North 46°19'25" West, a distance of 2578.20 feet to a fence post found for the westernmost corner of the said 112.676 acre tract, being an angle point in the northwest line of the said 507.061 acre tract, being also in the southeast line of a 1164.571 acre tract of land described in Document No. 202005532 of the Official Public Records of Bastrop County, Texas;

THENCE North 27°22'22" East, with the common line of the said 112.676 acre tract and the said 1164.571 acre tract, a distance of 827.04 feet to a 1/2" rebar with "Chaparral" cap found in the west line of a 10.101 acre tract described in Document No. 201001915 of the Official Public Records of Travis County, Texas:

THENCE with the west and south lines of the said 10.101 acre tract, crossing the said 112.676 acre tract, he following three (3) courses and distances:

1. With a curve to the left, having a radius of 1138.00 feet, a delta angle of 16°34'19", an arc length of 329.15 feet, and a chord which bears South 32°08'45" East, a distance of 328.00 feet to a 1/2" rebar with "Chaparral" cap found;

2. North 27°20'03" East, a distance of 565.14 feet to a 1/2" rebar with "Chaparral" cap found;

3. North 65°44'25" East, a distance of 562.39 feet to a 1/2" rebar with "Chaparral" cap found in the northeast line of the said 112.676 acre tract, same being a southwest line of the said 1164.571 acre tract

THENCE South 47°14'43" East, with the northeast line of the said 112.676 acre tract, same being a southwest line of the said 1164.571 acre tract, a distance of 1231.74 feet to a 1" iron pipe found for an angle point in the southeast line of the said 1164.571 acre tract, being an angle point in a northwest line of the said 507.061 acre tract;

THENCE South 47°37'25" East, with the northeast line of the said 112.676 tract and a southwest line of the said 507.061 acre tract, a distance of 1099.14 feet to the **POINT OF BEGINNING**, containing 103.608 acres of land, more or less.

PART 2
2.934 ACRES

BEGINNING at a fence post found for the north corner of the said 112.676 acre tract, being an angle point in a southwest line of a 1164.571 acre tract described in Document No. 202005532 of the Official Public Records of Bastrop County, Texas;

THENCE South 47°14'43" East, with the northeast line of the said 112.676 acre tract, same being a southwest line of the said 1164.571 acre tract, a distance of 507.29 feet to a 1/2 " rebar with "Chaparral" cap found in the north line of a 10.101 acre tract described in Document No. 201001915 of the Official Public Records of Bastrop County, Texas;

THENCE with the north line of the said 10.101 acre tract, crossing the said 112.676 acre tract, the following two (2) courses and distances:

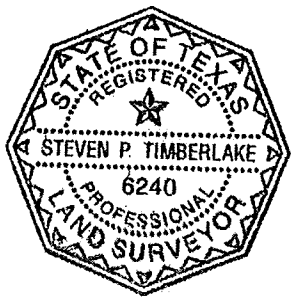
1. South 70°51'07" West, a distance of 339.40 feet to a 1/2 " rebar with "Chaparral" cap found;

2. North 68°14'46" West, a distance of 256.81 feet to a 1/2 " rebar with "Chaparral" cap found in the northwest line of the said 112.676 acre tract, same being a southeast line of the said 1164.571 acre tract;

THENCE North 27°22'22" East, with the northwest line of the said 112.676 acre tract, same being a southeast line of said 1164.571 acre tract, a distance of 405.98 feet to the **POINT OF BEGINNING** containing 2.934 acres of land more or less.

Surveyed on the ground in August, September and October, 2005 and March and April, 2006; March 02, 2007; November 26, 2019; Updated March 19, 2021.Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: None.

Steven P. Timberlake 7.02.2021
Registered Professional Land Surveyor
State of Texas No. 6240



SCHEDULE S

Easement estate created under Miscellaneous Easement No. ME20100046 executed by the State of Texas to XS Ranch Fund, VI, LP, a Delaware limited partnership filed June 7, 2010 recorded under Document No. 201006716 Official Public Records, Bastrop County, Texas. Being in, on, over and across that certain tract of land described as

2.044 ACRES
PORTION OF THE COLORADO RIVER
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 2.044 ACRES (APPROXIMATELY 89,058 SQ. FT.), BEING A PORTION OF THE COLORADO RIVER SITUATED BETWEEN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5 AND THE LEMAN BARKER SURVEY NO. 3, ABSTRACT NO. 6 IN BASTROP COUNTY, TEXAS; SAID 2.044 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Texas Central Zone State Plane Coordinates: N 10036488.41, E 3228075.01) in the top of west cut bank of the Colorado River, being in the east line of the Jose Manuel Bangs Survey, same being an angle point in the southeast line of a 12.286 acre tract described in Document No. 200907875 of the Official Public Records of Bastrop County, Texas, from which a 5/8" rebar found next to apparent large post hole and 5" old fence post, referenced as an "iron rod set" in a 20.001 acre "Tract IV" description recorded in Volume 561, Page 606 of the Deed Records of Bastrop County, Texas and being in the southeast line of the said 12.286 acre tract, bears South 44°05'47" West, a distance of 146.78 feet;

THENCE with the top of west cut bank of the Colorado River, the east line of the Jose Manuel Bangs Survey, same being the east line of the said 12.286 acre tract, the following four (4) courses and distances:

1. North 16°12'36" East, a distance of 45.95 feet to a calculated point;
2. North 10°35'28" East, a distance of 138.24 feet to a calculated point;
3. North 14°02'33" East, a distance of 98.13 feet to a calculated point;
4. North 16°29'48" East, a distance of 140.50 feet to a calculated point, from which a calculated point in the top of west cut bank of the Colorado River, being in the east line of the Jose Manuel Bangs Survey, same being the northernmost corner of the said 12.286 acre tract, bears North 16°29'48" East, a distance of 2.32 feet and from which a calculated point for the northernmost corner of the Leman Barker Survey No. 3, Abstract No. 6, bears approximately North 40°45'50" East, a distance of 28,455 feet;

THENCE North 76°04'45" East over and across the Colorado River, a distance of 312.26 feet to a calculated point in the east gradient boundary of the Colorado River, being in the west line of the Leman Barker Survey No. 3, same being the west line of a

5,566.770 acre tract "Tract One-D" described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a 1/2" rebar with Chaparral cap found in the east gradient boundary of the Colorado River, being in the west line of the Leman Barker Survey No. 3, same being in the west line of the said 5,566.770 acre tract, bears North 34°17'46" East, a distance of 37.57 feet;

THENCE with the east gradient boundary of the Colorado River, the west line of the Leman Barker Survey No. 3, same being the west line of the said 5,566.770 acre tract, the following two (2) courses and distances:

1. South 34°17'46" West, a distance of 290.60 feet to a 1/2" rebar with Chaparral cap found; .

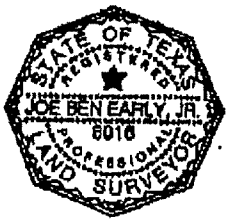
2. South 05°51'25" West, a distance of 190.99 feet to a calculated point, from which a 1/2" rebar with Chaparral cap found in the east gradient boundary of the Colorado River, being in the west line of the Leman Barker Survey No. 3, same being in the west line of the said 5,566.770 acre tract, bears South 05°51'25" West, a distance of 25.58 feet;

THENCE South 76°04'45" West over and across the Colorado River, a distance of 228.51 feet to the **POINT OF BEGINNING**, containing 2.044 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-BRIDGE-ESMT.

3/30/10

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



SCHEDULE T

Non-exclusive easement for ingress, egress and regress as described in Easement Deed dated September 9, 1988 recorded in Vol. 516 Page 589 Official Public Records, Bastrop County, Texas, being over, along and across the following:

FIELD NOTE DESCRIPTION OF 10410 SQUARE FEET OF LAND SITUATED IN THE JOSEPH ROGERS SURVEY IN BASTROP COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS CONTAINING 248.720 ACRES IN A DEED TO ROBERT E. GILFILLAN RECORDED IN VOLUME 411, PAGE 472 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 10410 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

Beginning at an iron rod found at the Southwest corner of that certain tract of land described as containing 5.61 acres of land in a deed to C.M. Rogers recorded in Volume 484, Page 34 of the Deed Records of Bastrop County, Texas for the southeast corner and POINT OF BEGINNING hereof;

THENCE with the South line hereof, N 47° 45' 46" W for a distance of 51.25 feet to an iron rod found at the Southeast corner of Tract 11, Forest Ridge Estates, a subdivision in Bastrop County, Texas recorded in Cabinet 2, Slides 323A to 325B of the Plat Records of Travis County, Texas, for the Southwest corner hereof;

THENCE with the East line of said Tract 11, N 29° 33' 05 E for a distance of 201.77 feet to an iron rod found in the curving right-of-way line of the Southern termination of Forest Ridge Drive, for the Northwest corner hereof;

THENCE with the North line of the herein described tract being the curving right-of-way line of the Southern termination of said Forest Ridge Drive, 53.37 feet along the arc of a curve to the left whose radius is 60.00 feet and whose chord bears, S 71° 03' 39" E for a distance of 50.87 feet to an iron rod found in the West line of Tract 28 of said Forest Ridge Estates for the Northeast corner hereof;

THENCE with the East line of the herein described tract being the West line of said Tract 28, S 29° 33' 05" W at a distance of 13.73 feet pass an iron rod found at the Southwest corner of said Tract 28 same being the Northwest corner of the said Rogers tract, continue on the same course with the West line of said Rogers tract for a total distance of 222.39 feet to the POINT OF BEGINNING and containing 10410 square feet of land, more or less.

SCHEDULE U

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1160.603 ACRES
TRACT 21
S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71 &
JOHN CRUTCHFIELD SURVEY NO. 12, ABS. NO. 122
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 1160.603 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS CONTAINING 1,164.571 ACRES, MORE OR LESS, IN THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71 AND THE JOHN CRUTCHFIELD SURVEY NO. 12, ABSTRACT NO. 122 IN BASTROP COUNTY, TEXAS, CONVEYED TO CL BASTROP, L.L.C. IN A GENERAL WARRANTY DEED DATED APRIL 6, 2020 AND RECORDED IN DOCUMENT NO. 202005532 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 1160.603 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 15" Live Oak for the southernmost corner of the said 1164.571 acre tract, being the westernmost corner of a 758.026 acre tract of land described in Document No. 202005532 of the Official Public Records of Bastrop County, Texas, being also in the northeast line of a 5566.770 acre tract of land described in Document No. 202005532 of the Official Public Records of Bastrop County, Texas, from which a 1/2" rebar found in the southwest line of the said 758.026 acre tract, being the northeast line of the said 5566.770 acre tract, bears South 62°40'28" East, a distance of 94.31 feet;

THENCE North 62°40'28" West with the southwest line of the said 1164.571 acre tract and the northeast line of the said 5566.770 acre tract, a distance of 1383.42 feet to a 1/2" rebar found for a northwest corner of the said 5566.770 acre tract, being the easternmost corner of a 247.619 acre tract of land described in Document No. 202005532 of the Official Public Records of Bastrop County, Texas;

THENCE North 61°24'05" West with the southwest line of the said 1164.571 acre tract and the northeast line of the said 247.619 acre tract, a distance of 463.43 feet to a 1/2" rebar with cap set for the westernmost corner of the said 1164.571 acre tract, being in the southeast line of a 66.858 acre tract of land described in Volume 1058, Page 728 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar with cap found for the southernmost corner of the said 66.858 acre tract, being an angel point in the northeast line of the said 247.619 acre tract, bears South 25°09'55" West, a distance of 32.78 feet;

THENCE with the northwest line of the said 1164.571 acre tract and the southeast line of the said 66.858 acre tract, the following five (5) courses:

1. North 25°09'55" East, a distance of 113.46 feet to a 1/2" rebar with cap found;
2. North 28°53'47" East, a distance of 758.30 feet to a 1/2" rebar with cap found;
3. North 27°45'53" East, a distance of 362.70 feet to a 1/2" rebar with cap found;
4. North 27°20'28" East, a distance of 287.70 feet to a 1/2" rebar with cap found;
5. North 27°47'34" East, a distance of 52.47 feet to a 1/2" rebar with cap found for the easternmost corner of the said 66.858 acre tract, being the southernmost corner of a 24.701 acre tract of land described in Volume 1058, Page 717 of the Deed Records of Bastrop County, Texas;

THENCE with the northwest line of the said 1164.571 acre tract and the southeast line of the said 24.701 acre tract, the following two (2) courses:

1. North 27°47'05" East, a distance of 312.70 feet to a 1/2" rebar with cap set;
2. North 27°02'55" East, a distance of 1087.10 feet to a 1/2" rebar with cap found for the easternmost corner of the said 24.701 acre tract, being the southernmost corner of a 48.609 acre tract of land described in Volume 1084, Page 597 of the Deed Records of Bastrop County, Texas;

THENCE North 27°12'21" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 48.609 acre tract, a distance of 545.66 feet to a 1/2" rebar with cap set for the easternmost corner of the said 48.609 acre tract, being the southernmost corner of a 53.86 acre tract of land described in Volume 289, Page 444 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 1164.571 acre tract and the said 53.86 acre tract, the following two (2) courses:

1. North 26°28'49" East, a distance of 1052.53 feet to a 1/2" rebar with cap set;

2. North 61°23'59" West, a distance of 330.48 feet to a fence post found for the southernmost corner of a 63.426 acre tract of land described in Document N. 201809915 of the Official Public Records of Bastrop County, Texas, from which a buggy spring found for the northernmost corner of the said 53.86 acre tract, being an angle point in the southwest line of the said 63.426 acre tract, bears North 62°57'21" West, a distance of 1913.76 feet;

THENCE North 27°35'36" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 63.426 acre tract, a distance of 1773.67 feet to a 1/2" rebar with cap found for the easternmost corner of the said 63.426 acre tract, being the south corner of a 63.426 acre tract of land described in Document No. 201415803 of the Official Public Records of Bastrop County, Texas;

THENCE with the common line of the said 1164.571 acre tract and the said 63.426 acre tract, the following two (2) courses:

1. North 27°35'36" East, a distance of 633.98 feet to a fence post found for the easternmost corner of the said 63.426 acre tract;

2. North 62°33'42" West, a distance of 2293.69 feet to a 1/2" rebar with cap found for the northernmost corner of the said 63.426 acre tract, being in the southeast line of a 11.068 acre tract of land described in Volume 429, Page 271 of the Deed Records of Bastrop County, Texas, from which an axle found in the northwest line of the said 63.426 acre tract, being in the southeast line of the said 11.068 acre tract, bears South 21°54'50" West, a distance of 26.68 feet;

THENCE North 22°22'27" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 11.068 acre tract, a distance of 130.88 feet to a fence post found for the easternmost corner of the said 11.068 acre tract, being the southernmost corner of a 145.5 acre tract of land described in Volume 119, Page 236 of the Deed Records of Bastrop County, Texas;

THENCE North 27°26'14" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 145.5 acre tract, a distance of 2555.76 feet to a fence post found for the northernmost corner of the said 1164.571 acre tract, being the easternmost corner of the said 145.5 acre tract, being also in the southwest line of a 548 acre tract of land described in Volume 70, Page 116 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 1164.571 acre tract, the said 548 acre tract, and a 227 acre tract of land described in Volume 42, Page 234 of the Deed Records of Bastrop County, Texas, the following three (3) courses:

1. South 63°18'35" East, a distance of 2311.22 feet to a fence post found;

2. South 63°46'52" East, a distance of 2344.71 feet to a fence post found for the southernmost corner of the said 227 acre tract;

3. North 29°01'34" East, a distance of 1324.43 feet to a fence post found for a easternmost north corner of the said 1164.571 acre tract, being the easternmost corner of the said 227 acre tract, being also in the being in the southwest line of a 416.6 acre tract of land described in Volume 42, Page 511 of the Deed Records of Bastrop County, Texas;

THENCE South 49°17'46" East with the northeast line of the said 1164.571 acre tract, the southwest line of the said 416.6 acre tract, the southwest line of a 50 acre tract of land and a 100 acre tract of land described in Volume 42, Page 636 of the Deed Records of Bastrop County, Texas, and the southwest line of an 89 acre tract of land described in Volume 47, Page 129 of the Deed Records of Bastrop County, Texas, a distance of 2611.04 feet to a 5/8" rebar found for the northernmost corner of a 408.48 acre tract of land described in Volume 248, Page 498 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar with cap found, bears South 48°41'08" East, a distance of 2813.70 feet;

THENCE with the common line of the said 1164.571 acre tract and the said 408.48 acre tract, the following three (3) courses:

1. South 28°40'50" West, a distance of 936.94 feet to a 60d nail in fence corner post found;

2. South 28°23'43" West, a distance of 1830.59 feet to a 5/8" rebar found for the westernmost corner of the said 408.48 acre tract;

3. South 47°43'25" East, a distance of 2201.53 feet to a 1/2" rebar with cap set for the easternmost corner of the said 1164.571 acre tract, being the northernmost corner of a 507.061 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a 5/8" rebar found in the southwest line of a 274.814 acre tract of land described in Volume 1288, Page 317 of the Deed Records of Bastrop County, Texas, bears North

39°15'25" West, a distance of 219.15 feet;

THENCE with the southeast line of the said 1164.571 acre tract and the northwest line of the said 507.061 acre tract, the following two (2) courses:

1. South 39°47'35" West, a distance of 889.06 feet to a 1/2" rebar with cap set;

2. South 43°37'35" West, a distance of 492.78 feet to a 1" iron pipe found in the northeast line of a 112.676 acre tract of land described in Document No. 202005532 of the Official Public Records of Bastrop County, Texas, from which a fence post found for the easternmost corner of the said 112.676 acre tract, bears South 47°37'25" East, a distance of 1099.14 feet;

THENCE North 47°14'43" West with the common line of the said 1164.571 acre tract and the said 112.676 acre tract, a distance of 1231.74 feet to a 1/2" rebar with "Chaparral" cap found in the south line of a 10.101 acre tract described in Document No. 201001915 of the Official Public Records of Bastrop County, Texas:

THENCE with the south, east and north lines of the said 10.101 acre tract, crossing the said 1164.571 acre tract, the following three (3) courses and distances:

1. North 65°44'25" East, a distance of 170.42 feet to a 1/2" rebar with "Chaparral" cap found;

2. North 21°41'30" West, a distance of 115.08 feet to a 1/2" rebar with "Chaparral" cap found;

3. South 70°51'07" West, a distance of 234.12 feet to a 1/2" rebar with "Chaparral" cap found in a southwest line of the said 1164.571 acre tract, same being the northeast line of said 112.676 acre tract;

THENCE with the common line of the said 1164.571 acre tract and the said 112.676 acre tract, the following two (2) courses and distances:

1. North 47°14'43" West, a distance of 507.29 feet to a fence post found;

2. South 27°22'22" West, a distance of 405.98 feet to a 1/2" rebar with "Chaparral" cap found in the north line of the said 10.101 acre tract;

THENCE with the north and west lines of the said 10.101 acre tract, crossing the

1164.571 acre tract, the following three (3) courses and distances:

1. North 68°14'46" West, a distance of 450.09 feet to a 1/2" rebar with "Chaparral" cap found;

2. South 07°24'06" East, a distance of 395.79 feet to a 1/2" rebar with "Chaparral" cap found;

3. With a curve to the left, having a radius of 1138.00 feet, a delta angle of 16°27'30", an arc length of 326.89 feet, and a chord which bears South 15°37'51" East, a distance of 325.77 feet to a 1/2" rebar with "Chaparral" cap found in a southeast line of the said 1164.571 acre tract, same being the northwest line of the said 112.676 acre tract;

THENCE South 27°22'22" West, with a southeast line of the said 1164.571 acre tract, same being the northwest line of the said 112.676 acre tract, a distance of 827.04 feet to a fence post found for the westernmost corner of the said 112.676 acre tract, being an angle point in the northwest line of the said 507.061 acre tract;

THENCE South 27°37'38" West with a southeast line of the said 1164.571 acre tract and a northwest line of the said 507.061 acre tract, a distance of 1165.31 feet to a fence post found for an angle point in the northwest line of the said 758.026 acre tract, from which a 1/2" rebar with cap set in the southwest line of the said 507.061 acre tract, being the northeast line of the said 758.026 acre tract, bears South 46°44'01" East, a distance of 2523.11 feet;

THENCE with the common line of the said 1164.571 acre tract and the said 758.026 acre tract, the following five (5) courses:

1. South 29°35'31" West, a distance of 758.87 feet to a fence post found;

2. North 62°26'03" West, a distance of 2621.73 feet to a 27" Post Oak;

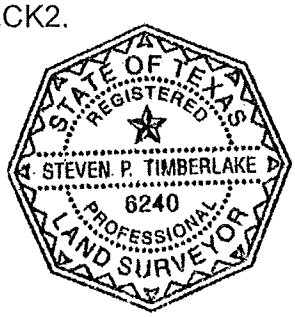
3. South 29°26'54" West, a distance of 502.70 feet to a fence post found;

4. South 27°50'19" West, a distance of 923.55 feet to a 30" Post Oak;

5. South 27°34'37" West, a distance of 1125.72 feet to the **POINT OF BEGINNING**, containing 1160.603 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005 and March and April, 2006; March 02, 2007; November 26, 2019; Updated March 19, 2021.Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BECK2.

Steven P. Timberlake 7.02.2021
Registered Professional Land Surveyor
State of Texas No. 6240



SCHEDULE V

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758.026 ACRES
S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71 &
JOHN CRUTCHFIELD SURVEY NO. 12, ABS. NO. 122
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 758.026 ACRES IN THE S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71 AND THE JOHN CRUTCHFIELD SURVEY NO. 12, ABS. NO. 122 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 758.026 ACRE TRACT CONVEYED TO BASTROP BECK INVESTMENTS, LTD. IN A GENERAL WARRANTY DEED DATED MAY 30, 2006 AND RECORDED IN VOLUME 1642, PAGE 33 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 758.026 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 15" Live Oak for the westernmost corner of the said 758.026 acre tract, being the southernmost corner of a 1164.571 acre tract of land described in Volume 1642, Page 41 of the Deed Records of Bastrop County, Texas, being also in the northeast line of a 5568.770 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a 1/2" rebar found for a northwest corner of the said 5568.770 acre tract, bears North 62°40'26" West, a distance of 1383.42 feet;

THENCE with the common line of the said 758.026 acre tract and the said 1164.571 acre tract, the following five (5) courses:

1. North 27°34'37" East, a distance of 1125.72 feet to a 30" Post Oak;
2. North 27°50'19" East, a distance of 923.55 feet to a fence post found;
3. North 29°26'54" East, a distance of 502.70 feet to a 27" Post Oak for the northernmost corner of the said 758.026 acre tract;
4. South 62°26'03" East, a distance of 2821.73 feet to a fence post found;
5. North 29°35'31" East, a distance of 759.67 feet to a fence post found for an angle point in the north line of the said 758.026 acre tract, being the westernmost corner of a 507.061 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas;

THENCE with the northeast line of the said 758.026 acre tract and the southwest line of the said 507.061 acre tract, the following two (2) courses:

1. South 46°44'01" East, a distance of 2528.11 feet to a 1/2" rebar with cap set;
2. South 47°07'07" East, a distance of 2409.11 feet to a fence post found in the northwest right-of-way line of County Road 157 (no apparent defined right-of-way width);

THENCE with the northwest right-of-way line of County Road 157 and the southeast line of the said 758.026 acre tract, the following four (4) courses:

1. South 22°32'52" West, a distance of 1870.35 feet to a 1/2" rebar with cap set;
2. South 25°38'27" West, a distance of 192.26 feet to a fence post found;
3. South 30°59'34" West, a distance of 59.07 feet to a 1/2" rebar with cap set;
4. South 34°36'16" West, a distance of 72.35 feet to a 1/2" rebar with cap set for an angle point in the north line of the said 5566.770 acre tract, from which a 1/2" rebar with cap set, bears South 21°44'49" West, a distance of 318.80 feet;

THENCE leaving the northwest right-of-way line of County Road 157, along the agreed boundary line as described in the boundary line agreement between T.C. Steiner and E.O. Beck, recorded in Volume 513, Page 730 of the Deed Records of Bastrop County, Texas, and the common line of the 758.026 acre tract and the said 5566.770 acre tract, the following thirty-seven (37) courses:

1. South 47°15'45" West, a distance of 565.34 feet to a fence post found;
2. South 61°38'54" West, a distance of 409.11 feet to a fence post found;
3. South 22°17'50" West, a distance of 411.94 feet to a 1/2" rebar with cap set;
4. South 23°04'21" West, a distance of 1642.53 feet to a 1/2" rebar with cap set;
5. South 22°35'05" West, a distance of 160.76 feet to a fence post found;
6. North 36°52'17" West, a distance of 2164.12 feet to a fence post found;
7. South 64°43'05" West, a distance of 558.40 feet to a fence post found;

8. South 40°26'42" West, a distance of 735.31 feet to a 1/2" rebar with cap set;
9. South 42°19'51" West, a distance of 100.81 feet to a 36" Post Oak;
10. South 47°32'48" West, a distance of 251.21 feet to a fence post found;
11. North 73°59'12" West, a distance of 102.66 feet to a 1/2" rebar with cap set;
12. North 67°47'57" West, a distance of 112.30 feet to a fence post found;
13. North 34°58'59" West, a distance of 138.52 feet to a fence post found;
14. North 26°54'45" West, a distance of 225.33 feet to a fence post found;
15. North 25°34'06" West, a distance of 222.22 feet to a fence post found;
16. North 22°14'45" West, a distance of 182.74 feet to a 1/2" rebar with cap set;
17. North 28°21'55" West, a distance of 202.85 feet to a fence post found;
18. North 32°57'50" West, a distance of 125.40 feet to a fence post found;
19. North 44°21'15" West, a distance of 138.17 feet to a fence post found;
20. North 39°21'48" West, a distance of 241.05 feet to a fence post found;
21. North 72°00'03" West, a distance of 153.67 feet to a 1/2" rebar with cap set;
22. North 69°16'49" West, a distance of 53.90 feet to a fence post found;
23. North 49°28'11" West, a distance of 86.17 feet to a 1/2" rebar with cap set;
24. North 47°55'22" West, a distance of 115.67 feet to a 1/2" rebar with cap set;
25. North 54°41'33" West, a distance of 100.33 feet to a fence post found;
26. North 24°44'04" East, a distance of 827.68 feet to a 1/2" rebar with cap set;
27. North 26°28'36" East, a distance of 643.17 feet to a 1/2" rebar with cap set;

28. North 27°34'02" East, a distance of 410.88 feet to a 1/2" rebar with cap set;

29. North 26°20'13" East, a distance of 622.41 feet to a 1/2" rebar with cap set;

30. North 27°03'28" East, a distance of 574.78 feet to a 1/2" rebar with cap set;

31. North 20°50'21" East, a distance of 194.63 feet to a fence post found;

32. North 00°31'39" West, a distance of 152.98 feet to a fence post found;

33. North 60°15'26" West, a distance of 416.60 feet to a 1/2" rebar with cap set;

34. North 67°41'55" West, a distance of 501.58 feet to a 1/2" rebar with cap set;

35. North 70°54'37" West, a distance of 577.94 feet to a 1/2" rebar with cap set;

36. North 80°34'29" West, a distance of 675.32 feet to a 1/2" rebar found;

37. North 82°40'28" West, a distance of 94.31 feet to the **POINT OF BEGINNING**, containing 756.026 acres of land, more or less.

Surveyed on the ground in August, September and October, 2005 and March and April, 2006; Updated March 02, 2007. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LORA control network. Attachments: Survey Drawing 457-001-BECK1.

3-16-07

Robert C. Watts, Jr.
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SCHEDULE W

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507.061 ACRES
TRACT ONE-C
STEINER RANCH
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 507.061 ACRES IN THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71 IN BASTROP COUNTY, TEXAS, BEING ALL OF A 474.985 ACRE TRACT OF LAND (TRACT FIVE) DESCRIBED IN A WARRANTY DEED TO T.C. STEINER DATED OCTOBER 03, 1972, OF RECORD IN VOLUME 209, PAGE 783 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF A 38 ACRE TRACT OF LAND DESCRIBED IN A DEED TO T.C. STEINER DATED JANUARY 21, 1955, OF RECORD IN VOLUME 140, PAGE 543 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 507.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence post found for the westernmost corner of the said Steiner 474.985 acre tract, being the northernmost corner of a 758.026 acre tract of land described in Volume 1634, Page 33 of the Deed Records of Bastrop County, Texas, being also in the southeast line of a 1164.571 acre tract of land described in Volume 1642, Page 41 of the Deed Records of Bastrop County, Texas;

THENCE North 27°37'38" East with the northwest line of the said Steiner 474.985 acre tract and the southeast line of the said 1164.571 acre tract, a distance of 1165.31 feet to a fence post found for the west corner of a 26 acre tract of land described in Volume 1634, Page 210 of the Deed Records of Bastrop County, Texas ;

THENCE South 46°19'25" East with the northeast line of the said Steiner 474.985 acre tract and the southwest line of the 26 acre tract, a distance of 2578.20 feet to a fence post found;

THENCE North 29°39'55" East with the northwest line of the said Steiner 474.985 acre tract (varies from the southeast line of the said 26 acre tract), a distance of 502.95 feet to a fence post found for an angle point in the northwest line of the said Steiner 474.985 acre tract, being the easternmost corner of the said 26 acre tract, being also the southernmost corner of a 76 acre tract of land described in said Volume 1634, Page 210 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said Steiner 474.985 acre tract and the said 76 acre tract the following two (2) courses:

1. North 44°11'45" East, a distance of 1333.77 feet to a fence post found for the

easternmost corner of the said 76 acre tract;

2. North 47°37'25" West, a distance of 1099.14 feet to a 1" iron pipe found for a western corner of the said Steiner 474.985 acre tract, being a southeasterly corner of the said 1164.571 acre tract;

THENCE with the northwest line of the said Steiner 474.985 acre tract and the southeast line of the said 1164.571 acre tract, the following two (2) courses:

1. North 43°37'35" East, a distance of 492.78 feet to a 1/2" rebar with cap set;

2. North 39°47'35" East, a distance of 889.06 feet to a 1/2" rebar with cap set for the northernmost corner of the said Steiner 474.985 acre tract, being in the southwest line of a 408.48 acre tract of land described in Volume 248, Page 498 of the Deed Records of Bastrop County, Texas, from which a 5/8" rebar found, bears North 39°15'25" West, a distance of 219.15 feet;

THENCE with the common line of the said Steiner 474.985 acre tract and the said 408.48 acre tract the following six (6) courses:

1. South 47°44'36" East, a distance of 1304.52 feet to a 1/2" rebar with cap set;

2. South 48°19'36" East, a distance of 1563.89 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found, bears North 22°33'14" West, a distance of 84.41 feet;

3. North 54°10'24" East, a distance of 96.67 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found, bears North 16°46'28" East, a distance of 45.98 feet;

4. South 49°19'36" East, a distance of 416.11 feet to a fence post found in the northwest line of County Road 157 (no apparent defined right-of-way width);

5. South 41°56'51" West with the northwest line of County Road 157, a distance of 93.59 feet to a 1/2" rebar with cap set;

6. South 46°59'50" East, passing a fence post found at a distance of 56.24 feet, continuing for a distance of 640.29 feet, for a total distance of 696.53 feet to a calculated point in the centerline of Big Sandy Creek for the northeast corner of the said Steiner 474.985 acre tract, being the southernmost corner of the said 408.48 acre tract, being also in the west line of a 269 acre tract of land described in Volume 199, Page 843 of the Deed Records of Bastrop County, Texas;

THENCE with the centerline of Big Sandy Creek and the common line of the said Steiner 474.985 acre tract and the said 269 acre tract the following eleven (11) courses:

1. South 00°16'10" West, a distance of 100.83 feet to a calculated point;
2. South 05°56'52" West, a distance of 170.09 feet to a calculated point;
3. South 10°01'24" West, a distance of 693.13 feet to a calculated point;
4. South 07°23'34" East, a distance of 296.19 feet to a calculated point;
5. South 23°56'10" East, a distance of 121.78 feet to a calculated point;
6. South 14°45'47" East, a distance of 95.81 feet to a calculated point;
7. South 05°54'11" East, a distance of 473.59 feet to a calculated point;
8. South 19°31'37" East, a distance of 207.16 feet to a calculated point;
9. South 01°42'40" West, a distance of 287.95 feet to a calculated point;
10. South 07°47'17" West, a distance of 166.47 feet to a calculated point;
11. South 06°27'49" East, a distance of 44.60 feet to a calculated point for the northeast corner of a 5 acre tract of land described in Volume 211, Page 502 of the Deed Records of Bastrop County, Texas;

THENCE leaving the centerline of Big Sandy Creek, with the common line of the said Steiner 474.985 acre tract and the said 5 acre tract the following three (3) courses:

1. North 85°20'05" West, a distance of 92.50 feet to a 1/2" rebar with cap set;
2. South 07°54'55" West, a distance of 339.17 feet to a 1/2" rebar with cap set;
3. South 15°09'55" West, a distance of 307.78 feet to a 1/2" rebar with cap set on the north line of a 30' lane referenced in said Volume 211, Page 502 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said Steiner 474.985 acre tract and the said 5 acre tract, with the north line of the said 30' lane a distance of 30' from and parallel to the north line of a 161.3 acre tract of land described in Volume 1634, Page 210 of the Deed Records of Bastrop County, Texas the following three (3) courses:

1. North 89°48'11" West, a distance of 281.66 feet to a 1/2" rebar with cap set;
2. South 85°41'49" West, a distance of 213.56 feet to a 1/2" rebar with cap set;
3. North 78°03'11" West, a distance of 267.67 feet to a 1/2" rebar with cap set;

THENCE South 37°12'24" West, over and across said 30' lane, passing a fence corner post found for the easternmost corner of the said Steiner 38 acre tract, being angle point in the north line of the said 161.3 acre tract, at a distance of 33.18 feet, continuing a distance of 975.83 feet, for a total distance of 1009.01 feet to a fence post found for the southernmost corner of the said Steiner 38 acre tract;

THENCE with the common line of the said Steiner 38 acre tract and the said 161.3 acre tract the following two (2) courses:

1. North 76°56'50" West, a distance of 721.09 feet to a fence post found;
2. North 33°31'23" West, a distance of 1216.18 feet to a 23" Post Oak referenced in said Volume 118, Page 150, being in the northwest line of County Road 157, being the westernmost corner of the said Steiner 38 acre tract, being also in the south line of the said Steiner 474.985 acre tract, being also the northernmost corner of the said 161.3 acre tract;

THENCE with the northwest line of County Road 157 and the south line of the said Steiner 474.985 acre tract the following two (2) courses:

1. South 38°49'44" West, a distance of 132.14 feet to a 1/2" rebar with cap set;
2. South 21°29'33" West, a distance of 203.85 feet to a fence post found for a southern corner of the said Steiner 474.985 acre tract, being the easternmost corner of the said 758.026 acre tract;

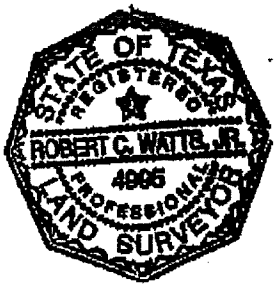
THENCE with the southwest line of the said Steiner 474.985 acre tract and the northeast line of the said 758.026 acre tract, with the agreed boundary line described in Volume 613, Page 730 of the Deed Records of Bastrop County, Texas the following two (2) courses:

1. North 47°07'07" West, a distance of 2409.11 feet to a 1/2" rebar with cap set;
2. North 46°44'01" West, a distance of 2523.11 feet to the **POINT OF BEGINNING**, containing 507.061 acres of land, more or less, a portion of which lies within the roadway.

Surveyed on the ground in August, September and October, 2005. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-BD1.

12.15.06

Robert C. Watts, Jr.
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SCHEDULE X

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10.101 ACRES
S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 10.101 ACRES (APPROXIMATELY 440,009 SQ. FT.) IN THE S.M. WILLIAMS SURVEY NO. 4, ABS. NO. 71, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 112.676 ACRE TRACT CALLED TRACT NINE AND CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 19, 2006 AND RECORDED IN DOCUMENT NO. 200619026 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND BEING A PORTION OF AN 1164.571 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED DATED JUNE 4, 2007 AND RECORDED IN DOCUMENT NO. 200708067 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 10.101 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set, from which a 5/8" rebar found for an angle point in the northeast line of the said 1164.571 acre tract, being the westernmost corner of a 408.48 acre tract described in Volume 248, Page 498 of the Deed Records of Bastrop County, Texas, bears North 02°43'17" East, a distance of 1509.37 feet;

THENCE over and across the said 1164.571 acre tract and the said 112.676 acre tract, the following seven (7) courses and distances:

1. South 21°41'30" East, a distance of 115.08 feet to a 1/2" rebar with Chaparral cap set;
2. South 65°44'25" West, a distance of 732.81 feet to a 1/2" rebar with Chaparral cap set;
3. South 27°20'03" West, a distance of 565.14 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 1138.00 feet, a delta angle of 33°01'48", an arc length of 656.04 feet and a chord which bears North 23°55'01" West, a distance of 646.99 feet to a 1/2" rebar with Chaparral cap set;
5. North 07°24'06" West, a distance of 395.79 feet to a 1/2" rebar with Chaparral cap set, from which a fence post found for the northernmost corner of the said 112.676 acre tract, being an angle point in the southwest line of the said 1164.571 acre tract, bears North 72°14'13" East, a distance of 634.97 feet;

6. South 68°14'46" East, a distance of 706.90 feet to a 1/2" rebar with Chaparral cap set;

7. North 70°51'07" East, a distance of 573.62 feet to the **POINT OF BEGINNING**, containing 10.101 acres of land, more or less.

Surveyed on the ground on December 4, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-DIRECTOR LOT.

12/7/09

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

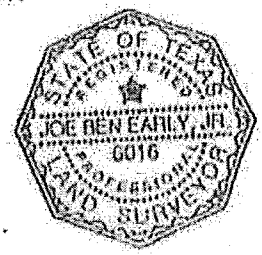


EXHIBIT B

PERMITTED ENCUMBRANCES

1. Any visible and/or apparent unrecorded easement, public or private, located in, on, over, across or above the insured land, including various unpaved roadways and existing utility lines. (Tracts 9.1, 9.2, 10, 19 & 24)

2. Rights of parties in and to portions of the insured land that is within areas used as public roadways, including but not limited to the following public roadways:

   (i) Sayers Road;
   (ii) CR 157;
   (iii) CR 48 (Waugh Way); and
   (iv) Bastrop Road.

3. Rights of parties in and to portions of the insured land that is within areas used or occupied by streams and waterways deemed navigable in fact or in law, including but not limited to the following:

   (i) Colorado River;
   (ii) Big Sandy Creek; and
   (iii) Wilbarger Creek.

4. Rights of tenants, as tenants only, under any and all unrecorded lease agreements.

5. Easement Deed By Court Order In Settlement Of Landowner Action:

   Recorded: Document No. 201509667, Official Public Records, Bastrop County, Texas.

   (Does not affect Tracts 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.1, 11.2, 12, 20, 21, and 22)

6. Amended and Restated Warranty Water Deed, Bill of Sale and Assignment of Permit Rights:

   Recorded: Volume 2317, Page 746 Official Public Records, Bastrop County, Texas.

   (Does not affect Tract 21)

7. Irrevocable Request and Petition to the City Council of the City of Bastrop, Texas for Voluntary Annexation of Sparsely Occupied Property:

   Recorded: Document No. 201402872, Official Public Records of Bastrop County, Texas.

(Does not affect Tracts 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.2, 20, and 22)

8. Utility Easement and Access Agreement:

   Recorded: Document No. 201703997, Official Public Records, Bastrop County, Texas.

   (Does not affect Tracts 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.1, 11.2, 12, 20, 21, and 22)

9. Certificate For Order Canvassing Returns and Declaring Results of Confirmation and Director Election:

   Recorded: Volume 2235, Page 648, Volume 2303, Page 674, and Official Public Records of Bastrop County, Texas.

   (Does not affect Tracts 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.2, and 20)

10. Certificate for Order (excluding certain lands from XS Ranch Municipal Utility District):

    Recorded: Volume 2251, Page 502, Official Public Records of Bastrop County, Texas.

    (Does not affect Tracts 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.2, 12, and 20)

11. Public Utility Commission of Texas Notice regarding XS Ranch Municipal Utility District:

    Recorded: Document No. 201602433, Official Public Records of Bastrop County, Texas.

    (Does not affect Tracts 6, 7, 8, 11.2, and 20)

12. Easement and Assignment of Lease Agreement by and between XS Ranch Fund VI, L.P. and Landmark Infrastructure Holding Company, LLC as recorded in Document No. 201312886, Vol. 2267, Page 854, Official Public Records, Bastrop County, Texas. (Does not affect Tracts 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.2, 12, 20, and 21)

13. Sanitary Control Easement recorded in Document No. 201901982, Official Public Records of Bastrop County, Texas. (Does not affect Tracts 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11.1, 11.2, 12, 20, 21, and 22)

14. Groundwater Rights Purchase Agreement recorded in Document No. 201405874, Official Public Records of Bastrop County, Texas. First Amendment to the Groundwater Rights Purchase Agreement recorded in Document No. 201505198, Official Public Records of Bastrop County, Texas. Third Amendment to the Ground Water Rights Purchase Agreement recorded in Document No. 201703544, Official Public Records of Bastrop County, Texas. (Affects Tracts 1, 2, 3, 4.1, 4.2, 4.3, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17,

18, 19, 20, 22, and 23)

15. Unrecorded Ranch Lease Agreement between XS Ranch Fund VI, L.P., Lessor, and Clayton Williams Ranch Co., Lessee, dated November 1, 2013.

AS TO TRACT 1:

16. Pipeline and telephone line easement granted to Texas-Louisiana Pipe Line Corp., recorded in Volume 88, Page 563, Deed Records of Bastrop County, Texas.

17. Pipeline and telephone line easement granted to Texas-Louisiana Pipe Line Corp., recorded in Volume 88, Page 566, Deed Records of Bastrop County, Texas.

18. Electric line easement granted to the Lower Colorado River Electric Cooperative, Inc., recorded in Volume 106, Page 479, Deed Records of Bastrop County, Texas.

19. Telephone line easement granted to Southwestern Bell Telephone Company, recorded in Volume 106, Page 487, Deed Records of Bastrop County, Texas.

20. Pipeline and telephone line easement granted to United Gas Pipe Line Company, recorded in Volume 106, Page 576, Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

21. Pipeline and telephone line easement granted to United Gas Pipe Line Company, recorded in Volume 106, Page 602, Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

22. Pipeline and telephone line easement granted to United Gas Pipe Line Company, recorded in Volume 106, Page 607, Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

23. Pipeline, telegraph and telephone easement/right of way to United Gas Pipe Line Company, recorded in Volume 107, Page 146, Deed Records of Bastrop County, Texas, as modified by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

24. Pipeline, telegraph and telephone easement/right of way to United Gas Pipe Line Company, recorded in Volume 107, Page 591, Deed Records of Bastrop County, Texas, as modified by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

25. Pipeline, telegraph, telephone and electric line easement/right of way granted to United Gas Pipe Line Company, recorded in Volume 139, Page 128, Deed Records of Bastrop County, Texas, as modified by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

26. 125' wide electric and telephone line easement granted to Lower Colorado River Authority, recorded in Volume 184, Page 58, Deed Records of Bastrop County, Texas.

27. 125' wide electric and telephone line easement granted to the Lower Colorado River Authority, recorded in Volume 185, Page 404, Deed Records of Bastrop County, Texas.

28. 125' electric and telephone line easement granted to the Lower Colorado River Authority, recorded in Volume 185, Page 487, Deed Records of Bastrop County, Texas.

29. 125' wide electric and telephone line easement granted to the Lower Colorado River Authority, recorded in Volume 193, Page 674, Deed Records of Bastrop County, Texas.

30. 125' wide electric and telephone line easement granted to the Lower Colorado River Authority, recorded in Volume 193, Page 908, Deed Records of Bastrop County, Texas, as amended and modified in Volume 1007, Page 606, Official Records of Bastrop County, Texas.

31. 30' wide electric and telephone line easement granted to the City of Austin, recorded in Volume 261, Page 669, Deed Records of Bastrop County, Texas.

32. 30' wide electric and telephone line easement granted to the City of Austin, recorded in Volume 261, Page 711, Deed Records of Bastrop County, Texas.

33. 20' wide transmission line easement awarded to the City of Austin by Final Judgment entered in Cause No. 17, Proceeding in Eminent Domain in the 21st Judicial District Court of Bastrop County, Texas, styled City of Austin vs. T. C. Steiner, dated July 28, 1979, filed in Volume 277, Page 75, Deed Records of Bastrop County, Texas.

34. 30' wide transmission line easement awarded to the City of Austin by Final Judgment entered in Cause No. 18, Proceeding in Eminent Domain in the 21st Judicial District Court of Bastrop County, Texas, styled City of Austin vs. Myrtle Denison, et al, dated March 22, 1979, filed in Volume 277, Page 82, Deed Records of Bastrop County, Texas.

35. 40' wide pipeline easement granted to Valero Transmission Company, recorded in Volume 324, Page 865, Deed Records of Bastrop County, Texas.

36. Pipeline easement granted to Koch Refining Company, recorded in Volume 757, Page 595, Official Records of Bastrop County, Texas.

37. 25' x 50' wide pipeline facility easement granted to Koch Refining Company, recorded in Volume 775, Page 539, Official Records of Bastrop County, Texas.

38. 30' wide electric and telecommunications line easement granted to Bluebonnet Electric Cooperative, Inc., recorded in Volume 845, Page 400, Official Records of Bastrop County, Texas.

39. 30' electric and telecommunications line easement granted to Bluebonnet Electric Cooperative, Inc., recorded in Volume 871, Page 101, Official Records of Bastrop County, Texas.

40. 30' wide electric and telecommunications line easement granted to Bluebonnet Electric

Cooperative, Inc., recorded in Volume 962, Page 820, Official Records of Bastrop County, Texas.

41. 10' wide underground telecommunication line easement granted to Southwestern Bell Telephone Company, recorded in Volume 1060, Page 307, Official Records of Bastrop County, Texas.

42. Boundary Line Agreement, dated October 11, 1991, by and between T. C. Steiner and E. O. Beck, recorded in Volume 613, Page 730, Official Records of Bastrop County, Texas.

43. Application of Landowner to Condition and Abandoned Well for Fresh Water Production, recorded on May 1, 1996, in Volume 795, Page 334, Official Records of Bastrop County, Texas.

44. Application of Landowner to Condition an Abandoned Well for Fresh Water Production, recorded on July 23, 1997, in Volume 859, Page 663, Official Records of Bastrop County, Texas.

45. Rights and/or privileges of parties arising from location of graves and/or grave stones on the insured land and/or for which rights of access across the insured land may exist in fact or in law.

46. Easement/right of way to United Gas Pipe Line Company, recorded in Volume 106, Page 555 of the Deed Records of Bastrop County, Texas, as modified by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

47. Easement and Assignment of Lease Agreement by and between XS Ranch Fund VI, L.P., a Delaware limited partnership, as Grantor, and Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, as Grantee, dated August 22, 2013, recorded in Volume 2267, Page 854, Official Public Records of Bastrop County, Texas.

48. Special Warranty Water Deed and Bill of Sale recorded in Document No. 201902236, Official Public Records of Bastrop County, Texas.

49. Water System Easement Agreement recorded in Document No. 201902237, Official Public Records of Bastrop County, Texas.

50. Fence does not conform with the property lines as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

51. Easement rights, if any, related to that Overhead Utility Line that runs along the southwest line as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

52. Portion of County Road crosses the subject tract as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

53. Company hereby excepts to any rights to travel over or across the Union Pacific Railroad from County Road 48 (Waugh Way), as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 2:

54. Fence does not conform with the property lines as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

55. Lack of a right of access to and from the land.

AS TO TRACT 3:

56. Fence does not conform with the property lines as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

57. Easement rights, if any, related to that Overhead Utility Line that runs along the southwest line as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 4.1:

58. Fences do not conform with all property lines as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

59. Easement rights, if any, related to that Overhead Utility Line that runs along the property as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 4.3:

60. Fences do not conform with all property lines as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 5:

61. Rights and claims, if any, of adjoining property owners in and to that part of the land lying outside the fence along the southerly property line(s), as shown on the survey, dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land

Surveying, Inc., R.P.L.S. No. 5240.

62. Easement rights, if any, related to that Overhead Utility Line that runs along the northerly property side as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 7:

63. Easement:

Recorded:	Volume 848, Page 491, Official Records, Bastrop County, Texas.
To:	Bluebonnet Electric Cooperative, Inc.
Purpose:	electric distribution line and system

64. Matters reflected on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

(i) Asphalt Drive extends across the northern portion of subject property, together with all related easement rights.
(ii) Fences do not conform with all property lines

AS TO TRACT 8:

65. Matters reflected on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

(i) Easement rights related to the Overhead Utility Lines that traverse the northeast property line.
(ii) Fences do not conform with all property lines

AS TO TRACT 9:

66. Right of way Deed dated February 3, 1960, executed by Charley Hodge and Clara Hodge, to State of Texas, for 1.48 acres of land along FM 1209 and US Highway 71, recorded in Volume 151, Page 395, Deed Records of Bastrop County, Texas.

67. Encroachment of concrete slab and driveway along a portion of the north property line(s), recorded in Volume 736, Page 762, Official Records of Bastrop County, Texas. (Tract 9.2)

AS TO TRACT 10:

68. Right of way Deed dated February 3, 1960, executed by Charley Hodge and Clara Hodge, to State of Texas, for 1.48 acres of land along FM 1209 and US Highway 71, recorded in Volume 151, Page 395, Deed Records of Bastrop County, Texas.

69. Any unrecorded or prescriptive easement existing or claimed to exist in connection with

the electric line(s) crossing the land, as shown on the survey, prepared by DALE L. OLSON, R.P.L.S. No. 1753, dated May 19, 2014.

AS TO TRACTS 11.1 AND 11.2:

70. Easement:

Recorded:	Volume 106, Page 574, Deed Records, Bastrop County, Texas.
To:	United Gas Pipe Line Company
Purpose:	Pipeline

(Tract 11.1)

71. Easement:

Recorded:	Volume 194, Page 430, Deed Records, Bastrop County, Texas.
To:	Lower Colorado River Authority
Purpose:	Electric transmission and/or distribution line

(Tract 11.1)

72. Easement:

Recorded:	Volume 234, Page 184, Deed Records, Bastrop County, Texas.
To:	Lo Vaca Gathering Company
Purpose:	Pipeline

(Tract 11.1)

73. Easement:

Recorded:	Volume 266, Page 306, Deed Records, Bastrop County, Texas.
To:	City of Austin
Purpose:	Electric and telephone line

(Tract 11.1)

74. Easement:

Recorded:	Volume 185, Page 401, Deed Records, Bastrop County, Texas.
To:	Lower Colorado River Authority
Purpose:	Electric transmission and/or distribution line

(Tract 11.2)

75. Easement:

Recorded:	Volume 261, Page 672, Deed Records, Bastrop County, Texas.

To: City of Austin
Purpose: Electric and telephone line(s)

(Tract 11.2)

76. Easement:

Recorded: Volume 1646, Page 73, Official Public Records, Bastrop County, Texas.
To: Bluebonnet Electric Cooperative, Inc.
Purpose: Electric utility and right of way

(Tract 11.1)

77. Easement and Assignment of Lease Agreement by and between:

Recorded: Document No. 201312886, Official Public Records, Bastrop County, Texas.
Parties: XS Ranch Fund VI, LP
Type: Landmark Infrastructure Holding Company, LLC

(Tract 11.1)

78. Rights and/or privileges of parties arising from location of graves and/or grave stones on the insured land and/or for which rights of access across the insured land may exist in fact or in law, including but not limited those shown on the survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

79. Matters reflected on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

(i) Fences do not conform to the subject property lines.
(ii) Unpaved road apparent access to 246.209 acres.

(Tract 11.1)

80. Matters reflected on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

(i) Fences do not conform to the subject property lines.
(ii) Unpaved road apparent access to 246.209 acres

(Tract 11.2)

AS TO TRACT 13:

81. Telephone utilities as evidenced by telephone cable sign at the northeast corner of property, located outside a described easement, and any possible easement rights appurtenant thereto, and as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

82. Portion of County Road crosses the subject tract, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 14:

83. Electric and telephone line easement granted to Lower Colorado River Authority recorded in Vol. 193 Page 674, Deed Records, Bastrop County, Texas.

84. Fences not following the property lines as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 15:

85. Fences not following the property lines as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 16:

86. Fences not following the property lines as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 17:

87. Cathodic Protection easement granted to PA&E Texas Pipeline, L.P., dated February 18, 1999, recorded in Volume 972, Page 54, Official Records of Bastrop County, Texas and as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

88. Cathodic Protection easement granted to PG&E Texas Pipeline, L.P., dated February 10, 1999, recorded in Volume 972, Page 57, Official Records of Bastrop County, Texas, and as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

89. Cathodic Protection easement granted to PG&E Texas Pipeline L.P., dated February 10, 1999, recorded in Volume 972, Page 60, Official Records of Bastrop County, Texas, and

as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

90. Underground gas line and overhead utilities, utility poles and down guys, and any possible easement rights associated therewith, shown traversing subject tract per survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

91. Fences not following the property lines as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

92. Modification, Ratification and Partial Release of Right of Way Agreement recorded in Volume 1886, Page 766, Official Public Records, Bastrop County, Texas and as shown on the survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

93. Portion of County Road crosses the subject tract, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 18:

94. Pipe line easement granted to Texas-Louisiana Pipe Line Corp., dated October 27, 1930, recorded in Volume 88, Page 564, Deed Records of Bastrop County, Texas, as stated on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

95. Fences not following the property lines, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

96. Portion of County Road crosses the subject tract, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 19:

97. Miscellaneous easement No. ME20100046, granted to XS Ranch Fund VI, L.P., by the State of Texas, dated May 17, 2010, recorded in Volume 1998, Page 259, Official Public Records of Bastrop County, Texas. (2.044 acres)

AS TO TRACT 20:

98. Easement Deed dated September 9, 1988 recorded in Vol. 516 Page 589 Official Public

Records, Bastrop County, Texas.

AS TO TRACT 21:

99. Easement:

Recorded:	Volume 89, Page 131 and assigned in Volume 209, Page 747, Deed Records, Bastrop County, Texas.
To:	Texas-Louisiana Pipe Line Corp. assigned to Lo-Vaca Gathering Company
Purpose:	Pipeline

100. Easement:

Recorded:	Volume 139, Page 163, and assigned in Volume 209, Page 747 Deed Records, Bastrop County, Texas.
To:	United Gas Pipe Line Company assigned to Lo-Vaca Gathering Company
Purpose:	Pipeline

101. Easement:

Recorded:	Volume 139, Page 173, and assigned in Volume 209, Page 747 Deed Records, Bastrop County, Texas.
To:	United Gas Pipe Line Company assigned to Lo-Vaca Gathering Company
Purpose:	Pipeline

102. Easement:

Recorded:	Volume 209, Page 741, Deed Records, Bastrop County, Texas, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.
To:	Allie Bailey
Purpose:	Access

103. Easement:

Recorded:	Volume 735, Page 156, Official Records, Bastrop County, Texas, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.
To:	Eugene O. Beck
Purpose:	Access

104. Easement:

Recorded:	Volume 735, Page 158, Official Records, Bastrop County, Texas, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.
To:	Allie Bailey
Purpose:	Access

105. Boundary Line Agreement:

Recorded:	Volume 613, Page 730, Official Records, Bastrop County, Texas, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.
Parties:	T.C. Steiner and E.O. Beck

106. Easement:

Recorded:	Volume 763, Page 346, Official Records, Bastrop County, Texas.
To:	Koch Refining Company
Purpose:	Pipeline

107. Fences not following the property lines, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACTS 22 AND 23:

108. Pipeline and telephone line easement granted to Texas-Louisiana Pipe Line Corp., recorded in Volume 88, Page 563, Deed Records of Bastrop County, Texas. (Tract 23)

109. Pipeline and telephone line easement granted to United Gas Pipe Line Company, recorded in Volume 106, Page 607, Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Records of Bastrop County, Texas. (Tract 22)

110. Ingress and egress easement for the purpose of constructing, maintaining, operating and removing a previously granted pipeline, telegraph and telephone line easement, and said ingress and egress easement being granted to United Gas Pipe Line Company, recorded in Volume 107, Page 146, Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas.

111. Terms, conditions and stipulations of that one certain Boundary Line Agreement, dated October 11, 1991, by and between T. C. Steiner and E. O. Beck, recorded in Volume 613, Page 730, Official Records of Bastrop County, Texas.

112. Any and all rights and/or privileges existing or which may later exist by virtue of those

grave stones located on subject property, including but not limited to rights of sepulcher and inter, and the rights of ingress and egress in and to said grave stones.

113. Easement executed by Mrs. H. N. Bell, to United Gas Pipe Line Company, dated February 2, 1942, recorded in/under Volume 106, Page 555 of the Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas. (Tract 22)

114. Easement executed by Mrs. H.N. Bell, to United Gas Pipe Line Company, dated February 2, 1942, recorded in/under Volume 106, Page 601 of the Deed Records of Bastrop County, Texas. (Tract 22)

115. Easement executed by H.N. Bell, to United Gas Pipe Line Company, dated February 20, 1942, recorded in/under Volume 107, Page 56 of the Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas. (Tract 22)

116. Easement executed by H.N. Bell, Jr., to United Gas Pipe Line Company, dated March 27, 1954, recorded in/under Volume 138, Page 558 of the Deed Records of Bastrop County, Texas, as affected by Volume 1886, Page 766, Official Public Records of Bastrop County, Texas. (Tract 22)

117. Easement executed by Henry N. Bell, Jr., to Lower Colorado River Authority, dated March 20, 1968, recorded in/under Volume 184, Page 439 of the Deed Records of Bastrop County, Texas. (Tract 22)

118. Easement recovered from Henry N. Bell, III and Pamela Bell, by City of Austin, by virtue of Final Judgment dated July 28, 1979, in Eminent Domain Cause No. 7, Bastrop County Court, as recorded in/under Volume 277, Page 33, of the Deed Records of Bastrop County, Texas. (Tract 22)

119. Easement executed by Regan Beck, to Koch Refining Company, L.P., dated June 24, 1995, recorded in/under Volume 763, Page 348 of the Official Records of Bastrop County, Texas. (Tract 22)

120. Fences not following the property lines, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

121. Portion of County Road traverses Tract 23, as shown on survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

122. Easement rights, if any, related to that Overhead Utility Line that runs along Tract 23 as shown on that survey dated 3/19/2021, and prepared by Steven P. Timberlake of Chaparral Professional Land Surveying, Inc., R.P.L.S. No. 5240.

AS TO TRACT 24:

123. Pipe line easement granted to Texas-Louisiana Pipe Line Corp., dated October 27, 1930, recorded in Volume 88, Page 564, Deed Records of Bastrop County, Texas.

MINERAL PERMITTED ENCUMBRANCES

AS TO TRACT 1:

1. 1/16 being 1/2 of 1/8 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 484, Oil and Gas Records of Bastrop County, Texas.

2. Undivided 1/16 being 1/2 of 1/8 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 485, Oil and Gas Records of Bastrop County, Texas.

3. Undivided 1/32 being 1/4 of 1/8 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 533, Oil and Gas Records of Bastrop County, Texas.

4. 1/32 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 540, Oil and Gas Records of Bastrop County, Texas.

5. Undivided 1/4 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 574, Oil and Gas Records of Bastrop County, Texas.

6. Undivided 1/2 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 629, Oil and Gas Records of Bastrop County, Texas.

7. One half interest in royalty in minerals as set out in instrument recorded in Volume 9, Page 154, Oil and Gas Records of Bastrop County, Texas.

8. Undivided (1/4) one fourth interest in royalty in minerals as set out in instrument recorded in Volume 9, Page 346, Oil and Gas Records of Bastrop County, Texas.

9. Undivided one half interest in royalty in minerals as set out in instrument recorded in Volume 45, Page 382, Oil and Gas Records of Bastrop County, Texas.

10. Undivided one thirty second (1/32nd), (one fourth of one eighth) interest in royalty in minerals as set out in instrument recorded in Volume 45, Page 403, Oil and Gas Records of Bastrop County, Texas.

11. Undivided one half interest in royalty in minerals as set out in instrument recorded in Volume 53, Page 218, and ratified in Volume 126, Page 552, Oil and Gas Records of Bastrop County, Texas.

12. Undivided one thirty second (1/32) (being 1/4 of 1/8) interest in royalty in minerals as set out in instrument recorded in Volume 66, Page 596, Oil and Gas Records of Bastrop County, Texas.

13. Undivided one sixty fourth (1/64) (being 1/8 of 1/8) interest in royalty in minerals as set out in instrument recorded in Volume 67, Page 104, Oil and Gas Records of Bastrop

County, Texas.

14. Undivided one half interest in royalty in minerals as set out in instrument recorded in Volume 71, Page 81, Oil and Gas Records of Bastrop County, Texas.

15. Undivided one thirty second (1/32) (being 1/4 of 1/8) interest in royalty in minerals as set out in instrument recorded in Volume 71, Page 91, Oil and Gas Records of Bastrop County, Texas.

16. Undivided 1/32 interest in royalty in minerals as set out in instrument recorded in Volume 71, Page 99, Oil and Gas Records of Bastrop County, Texas.

17. Undivided 1/32 interest in royalty in minerals as set out in instrument recorded in Volume 71, Page 100, Oil and Gas Records of Bastrop County, Texas.

18. Undivided one sixteenth (1/16th) interest in royalty in minerals as set out in instrument recorded in Volume 99, Page 480, Deed Records of Bastrop County, Texas.

19. Undivided one half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 108, Page 137, Deed Records of Bastrop County, Texas, as affected by instrument recorded in Volume 54, Page 376, Oil and Gas Records of Bastrop County, Texas.

20. One half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 108, Page 422, Deed Records of Bastrop County, Texas.

21. One half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 109, Page 125, Deed Records of Bastrop County, Texas.

22. Interest in royalty in minerals as set out in instrument recorded in Volume 116, Page 456, Deed Records of Bastrop County, Texas.

23. One half interest in royalty in minerals as set out in instrument recorded in Volume 125, Page 534, as affected by Volume 134, Page 282, Deed Records of Bastrop County, Texas.

24. One sixteenth (1/16) interest in royalty in minerals as set out in instrument recorded in Volume 129, Page 131, Deed Records of Bastrop County, Texas.

25. Undivided one half (1/2) non participating interest in royalty in minerals as set out in instrument recorded in Volume 152, Page 418, Deed Records of Bastrop County, Texas.

26. One half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 197, Page 93, Deed Records of Bastrop County, Texas.

27. One half interest in royalty in minerals as set out in instrument recorded in Volume 199, Page 563, Deed Records of Bastrop County, Texas.

28. Undivided one half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 357, Page 329, Official Records of Bastrop County, Texas.

29. Undivided one half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 357, Page 330, Official Records of Bastrop County, Texas.

30. One half interest in royalty in minerals as set out in instrument recorded in Volume 507, Page 248, Official Records of Bastrop County, Texas.

31. All oil, gas, and other minerals, as set out in Judgment Deleting Mineral Estate, entered on December 18, 1943, in Cause No. 119, in the Western District Court-Austin Division, styled The United States of America vs. 52,162.12 acres of land in Bastrop County, Texas, et al, recorded in Volume 165, Page 493, Deed Records of Bastrop County, Texas.

32. Undivided 1/4th interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Clabon Stanly and Mary Stanly to T. E. Nelson and Chas H. Houston by Deed dated January 2, 1929, recorded in Volume 20, Page 361, Oil and Gas Records of Bastrop County, Texas.

33. Undivided 1/64th interest in and to all oil, gas, and other minerals, in, on, under, or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Clabon Stanly and Mary Stanly to E. B. Germany by Deed dated January 5, 1929, recorded in Volume 20, Page 401, Oil and Gas Records of Bastrop County, Texas.

34. Undivided 1/2 interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, excluding lignite and any other minerals or substances that may be strip mined, as reserved unto the grantor in Deed executed by Steiner & Sons, Ltd. to XS Ranch Fund VI, L.P., dated December 19, 2006, recorded in Document No. 1701, Page 145, Official Records of Bastrop County, Texas. This document provides a Waiver of the Surface Rights.

35. Undivided one half (1/2) interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by Bastrop Beck Investments, Ltd, to XS Ranch Fund VI, L.P., dated June 4, 2007, recorded in Volume 1747, Page 407, Official Public Records of Bastrop County, Texas. Corrected in Document No. 201510209, Official Public Records of Bastrop County, Texas. (Waiver of Surface Rights contained therein.)

AS TO TRACT 2:

36. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto:

Recorded: Volume 1923, Page 879, Official Public Records, Bastrop County, Texas.

AS TO TRACT 3:

37. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto:

Recorded: Volume 1923, Page 885, Official Public Records, Bastrop County, Texas.

AS TO TRACT 4 (ALL PARCELS):

38. 1/2 interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by Cal Farley's Boys Ranch, to Ben A. Osborn and Audrey J. Osborn, dated March 27, 1995, recorded in Volume 746, Page 215, Official Records of Bastrop County, Texas.

AS TO TRACT 5:

39. 1/2 interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by Cal Farley's Boys Ranch, to Ben A. Osborn and Audrey J. Osborn, dated March 27, 1995, recorded in Volume 746, Page 215, Official Records of Bastrop County, Texas. (47.334 acres, 5.50 acres and 0.460 acres)

AS TO TRACT 6:

40. Undivided 1/2 interest of all, gas and other minerals and rights associated therewith as reserved by Theo Ruth Perkins Townsend, W. B. Townsend, Dorothy Lee Perkins Ash, Jr. in Deed recorded in Volume 191, Page 165, Deed Records, Bastrop County, Texas.

AS TO TRACT 9:

41. Reservation of all oil, gas, and other minerals, contained in Deed dated February 9, 1929, recorded in Volume 85, Page 562, Deed Records of Bastrop County, Texas, executed by Citizens State Bank of Bastrop, to Charlie Hodge.

AS TO TRACT 10:

42. Reservation of all oil, gas, and other minerals, contained in Deed dated February 9, 1929, recorded in Volume 85, Page 562, Deed Records of Bastrop County, Texas, executed by Citizens State Bank of Bastrop, to Charlie Hodge.

AS TO TRACT 12:

43. The vesting of all lignite and other minerals lying on, in, or under the acreage 9.794 acres into R. W. Carr and E. P. Carr, as more fully described in a Judgment dated June 23, 1964, recorded in Volume 165, Page 494, Deed Records of Bastrop County, Texas.

AS TO TRACT 15:

44. Undivided 1/2 interest in and to all oil, gas, and other minerals, in, on, under, or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Clabon Stanly and Mary Stanly to J.W. Kennedy by Deed dated March 27, 1924, recorded in Volume 9, Page 597, Oil and Gas Records of Bastrop County, Texas.

AS TO TRACT 16:

45. Undivided 1/4th interest in and to all oil, gas, and other minerals, in, on, under, or that may be produced from the herein described property, together with all rights relating thereto, express or implied conveyed by Clabon Stanly and Mary Stanly to T.E. Nelson and Chas H. Houston by Deed dated January 2, 1929, recorded in Volume 20, Page 361, Oil and Gas Records of Bastrop County, Texas.

46. Undivided 1/64th interest in and to all oil, gas, and other minerals, in, on, under, or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Clabon Stanly and Mary Stanly to E. B. Germany by Deed dated January 5, 1929, recorded in Volume 20, Page 401, Oil and Gas Records of Bastrop County, Texas.

AS TO TRACT 21:

47. Mineral and/or royalty interest:

Recorded:	Volume 94, Page 168, Deed Records, Bastrop County, Texas.
By:	Citizens State Bank
To:	A.B. Bailey

48. Mineral and/or royalty interest:

Recorded:	Volume 137, Page 29, corrected in Volume 146, Page 460, Deed Records, Bastrop County, Texas.
By:	H.H. Jones, et al
To:	William Mick and Leona Mick

49. Mineral and/or royalty interest:

Recorded: Document No. 200708067, corrected in Document No. 201510209, Official Public Records, Bastrop County, Texas.
Retained by: Bastrop Beck Investments, Ltd.

Waiver of Surface Rights contained therein.

AS TO TRACTS 22 AND 23:

50. 1/16 being 1/2 of 1/8 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 484, Oil and Gas Records of Bastrop County, Texas.

51. Undivided 1/16 being 1/2 of 1/8 interest in royalty in minerals as set out in instrument Recorded in Volume 7, Page 485, Oil and Gas Records of Bastrop County, Texas.

52. Undivided 1/32 being 1/4 of 1/8 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 533, Oil and Gas Records of Bastrop County, Texas.

53. 1/32 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 540, Oil and Gas Records of Bastrop County, Texas.

54. Undivided 1/4 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 574, Oil and Gas Records of Bastrop County, Texas.

55. Undivided 1/2 interest in royalty in minerals as set out in instrument recorded in Volume 7, Page 629, Oil and Gas Records of Bastrop County, Texas.

56. One half interest in royalty in minerals as set out in instrument recorded in Volume 9, Page 154, Oil and Gas Records of Bastrop County, Texas.

57. Undivided (1/4) one fourth interest in royalty in minerals as set out in instrument recorded in Volume 9, Page 346, Oil and Gas Records of Bastrop County, Texas.

58. Undivided one thirty second (1/32nd), (one fourth of one eighth) interest in royalty in minerals as set out in instrument recorded in Volume 45, Page 403, Oil and Gas Records of Bastrop County, Texas.

59. Undivided one thirty second (1/32) (being 1/4 of 1/8) interest in royalty in minerals as set out in instrument recorded in Volume 66, Page 596, Oil and Gas Records of Bastrop County, Texas.

60. Undivided one sixty fourth (1/64) (being 1/8 of 1/8) interest in royalty in minerals as set out in instrument recorded in Volume 67, Page 104, Oil and Gas Records of Bastrop County, Texas.

61. Undivided one half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 108, Page 137, Deed Records of Bastrop County, Texas, as affected by instrument

recorded in Volume 54, Page 376, Oil and Gas Records of Bastrop County, Texas.

62. One half (1/2) interest in royalty in minerals as set out in instrument recorded in Volume 108, Page 422, Deed Records of Bastrop County, Texas.

63. One sixteenth (1/16) interest in royalty in minerals as set out in instrument recorded in Volume 129, Page 131, Deed Records of Bastrop County, Texas.

64. Undivided one half (1/2) non-participating interest in royalty in minerals as set out in instrument recorded in Volume 152, Page 418, Deed Records of Bastrop County, Texas.

65. Undivided 1/4th interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Clabon Stanly and Mary Stanly to T. E. Nelson and Chas H. Houston by Deed dated January 2, 1929, recorded in Volume 20, Page 361, Oil and Gas Records of Bastrop County, Texas.

66. Undivided 1/64th interest in and to all oil, gas, and other minerals, in, on, under, or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Clabon Stanly and Mary Stanly to E. B. Germany by Deed dated January 5, 1929, recorded in Volume 20, Page 401, Oil and Gas Records of Bastrop County, Texas.

67. Undivided 1/2 interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, excluding lignite and any other minerals or substances that may be strip mined, as reserved unto the grantor in Deed executed by Steiner & Sons, Ltd. to XS Ranch Fund VI, L.P., dated December 19, 2006, recorded in Document No. 1701, Page 145, Official Public Records of Bastrop County, Texas. This document provides a Waiver of the Surface Rights.

68. Undivided one half (1/2) interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by Bastrop Beck Investments, Ltd, to XS Ranch Fund VI, L.P., dated June 4, 2007, recorded in Volume 1747, Page 407, Official Public Records of Bastrop County, Texas. Corrected in Document No. 201510209, Official Public Records of Bastrop County, Texas. (Waiver of Surface Rights contained therein)

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

ROSE PIETSCH, County Clerk
Bastrop Texas
July 09, 2021 04:05:52 PM
FEE: $298.00
DEED

202114309

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

GROUNDWATER DEED

15/ITC/ 1950026 -COM/GMH

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

XS WATER COMPANY LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by **CAPITAL LAND INVESTMENTS 3, LP**, a Texas limited partnership (the "Grantee"), whose address is 505 Walsh Street, Austin, Texas 78703, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN and CONVEY, unto Grantee, all of Grantor's interest in the following (collectively the "Conveyed Rights"):

(A) any underground water in and under the land described in Exhibit A attached hereto, save and except that 0.937 acre tract as described in Special Warranty Deed to City of Bastrop, recorded in Document No. 201902235, Official Public Records of Bastrop County, Texas and save and except that 2.371 acre tract as described in Gift Deed Without Warranty to Phelan Cemetery Association, Inc., recorded in Document No. 202014467, Official Public Records of Bastrop County, Texas. (such land hereafter referred to as the "Real Property");

(B) the rights to develop, explore, produce, withdraw, transport, convey, store and/or beneficially use groundwater (being all underground, percolating, artesian and other groundwater from any source, natural or artificial, including groundwater from springs, underground reservoirs and underground formations beneath the surface of the earth) in, under, or that may be produced from or appurtenant to the Real Property and all rights associated therewith (the groundwater conveyed in paragraph (A) above together with the rights conveyed in this paragraph (B) are hereafter referred to collectively as the "Groundwater");

(C) the real and personal rights, appurtenances, authorities, licenses, consents, and contracts, if any, relating to or pertaining to the Groundwater, which shall also include all common law and statutory rights in and to the Groundwater; and

(D) the right to file applications with, and obtain any permits or approvals from, any governmental entities with jurisdiction over the Groundwater to allow for the possession, withdrawal, production, conveyance, storage or use of the Groundwater.

Grantor hereby conveys all of Grantor's interest in the Conveyed Rights to Grantee free from all liens, subject, *inter alia*, to (i) those encumbrances that are filed of record and affect the Conveyed Rights, (ii) those encumbrances that a report, study, true and current survey, and/or search of the Conveyed Rights would reveal, (iii) certain agreements with the City of Bastrop, including, without limitation, the conveyance of certain water rights to the City of Bastrop pursuant to that certain Special Warranty Deed, Bill of Sale and Assignment of Permit Rights dated May 7, 2014, executed by Grantor and XS Ranch Fund VI, L.P. to the City of Bastrop, and that certain Special Warranty Water Deed and Bill of Sale recorded in Document No. 201902236, Official Public Records of Bastrop County, Texas, and that certain Groundwater Rights Purchase Agreement recorded in Document No. 201405874, Official Public Records of Bastrop County, Texas, as amended by that certain First Amendment to the Groundwater Rights Purchase Agreement recorded in Document No. 201505198, Official Public Records of Bastrop County, Texas and that certain Third Amendment to the Ground Water Rights Purchase Agreement recorded in Document No. 201703544, Official Public Records of Bastrop County, Texas, (iv) a subordinate lien in favor of certain creditors of Grantor, and (v) any applicable laws of the State of Texas (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD Grantor's interest in the Conveyed Rights, together with all and singular the rights and appurtenances thereto in any way belonging, to Grantee, Grantee's successors and assigns forever, subject only to the Permitted Encumbrances.

This Groundwater Deed is made and accepted subject to the Permitted Encumbrances and any other laws of the State of Texas to the extent applicable.

GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE AMOUNT OR QUALITY OF WATER CAPABLE OF BEING PRODUCED FROM THE CONVEYED RIGHTS. GRANTEE IS SOLELY RESPONSIBLE FOR HAVING MADE ANY STUDIES OR INVESTIGATIONS TO DETERMINE THAT THE CONVEYED RIGHTS ARE CAPABLE OF PRODUCING THE QUANTITY OF WATER CONTEMPLATED HEREUNDER AND THAT THE QUALITY OF SUCH WATER WILL BE ACCEPTABLE FOR GRANTEE'S INTENDED USES. GRANTEE AGREES THAT THE WATER TO BE PRODUCED BY GRANTEE FROM THE CONVEYED RIGHTS IS CONSIDERED TO BE IN ITS "AS-IS" CONDITION.

Current ad valorem taxes and assessments on the Conveyed Rights, if any, have been prorated to the date hereof.

[*Remainer of Page Intentionally Left Blank*]

IN TESTIMONY WHEREOF, this instrument is executed on the date set forth in the acknowledgment below, to be effective, however, this 9 day of July, 2021.

GRANTOR:

XS WATER COMPANY LLC,
a Texas limited liability company

By: Crestline Management, L.P.,
a Delaware limited partnership,
its manager

By: Crestline Investors, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: John S. Cochran
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 8 day of July, 2021, by John S. Cochran, as Vice President of Crestline Investors, Inc., a Delaware corporation, the General Partner of Crestline Management, L.P., a Delaware limited partnership, the Manager of XS Water Company LLC, a Texas limited liability company, on behalf of said corporation, limited partnership and limited liability company.

[SEAL]

SALLY A. MELLON
My Notary ID # 132836813
Expires December 22, 2024

_____
Notary Public in and for the State of Texas

EXHIBIT A

LEGAL DESCRIPTION

[*See attached*]

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

5.608 ACRES
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 5.608 ACRES IN THE JOSEPH ROGERS SURVEY NO. 6 ABS. NO. 55, BASTROP COUNTY, TEXAS, BEING ALL OF A 5.608 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED DATED NOVEMBER 9, 2007 AND RECORDED IN DOCUMENT NO. 200716605 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 5.608 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest corner of the said 5.608 acre tract, being the southwest corner of Tract 28, Forest Ridge Estates, a subdivision of record in Cabinet 2, Pages 323A-325A of the Plat Records of Bastrop County, Texas, being also a point in the east line of a remainder of a 248.720 acre tract of land described in Volume 411, Page 472 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the curving south right-of-way line of Forest Ridge Drive (70' right-of-way width), being an angle point in the west line of said Tract 28, being also the northeast corner of the said remainder of a 248.720 acre tract, bears North 27°14'16" East, a distance of 13.70 feet;

THENCE South 62°45'31" East with the north line of the said 5.608 acre tract and the south line of said Tract 28, a distance of 765.02 feet to a 1/2" rebar found for the northeast corner of the said 5.608 acre tract, being the southeast corner of said Tract 28, being also in the west line of a 316.745 acre tract of land described in Volume 1386, Page 90 of the Deed Records of Bastrop County, Texas;

THENCE South 27°14'58" West with the east line of the said 5.608 acre tract and the west line of the said 316.745 acre tract, a distance of 430.05 feet to a 1/2" rebar found for the southeast corner of the said 5.608 acre tract, being the northeast corner of a 45.49 acre tract of land described in Volume 513, Page 676 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found for the southwest corner of the said 316.745 acre tract, being in the east line of the said 45.49 acre tract, bears South 27°31'37" West, a distance of 133.37 feet;

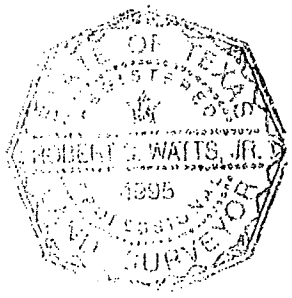
THENCE North 46°36'52" West with the south line of the said 5.608 acre tract and the north line of the said 45.49 acre tract, a distance of 796.35 feet to a 1/2" rebar found for the southwest corner of the said 5.608 acre tract, being also the southeast corner of the said remainder of a 248.720 acre tract;

THENCE North 27°14'16" East with the west line of the said 5.608 acre tract and the east line of the said remainder of a 248.720 acre tract, a distance of 208.62 feet to the **POINT OF BEGINNING**, containing 5.608 acres of land, more or less.

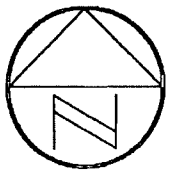
Surveyed on the ground in August, 2007. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-XS-EXHIBIT-5.608AC.

7-30-08

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



SKETCH TO ACCOMPANY A DESCRIPTION OF 5.608 ACRES IN THE JOSEPH ROGERS SURVEY NO. 6 ABS. NO. 55, BASTROP COUNTY, TEXAS, BEING ALL OF A 5.608 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED DATED NOVEMBER 9, 2007 AND RECORDED IN DOCUMENT NO. 200716605 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



1"=200'

LEGEND

● 1/2" REBAR FOUND

( ) RECORD DEED INFO. FROM 9/257

{ } RECORD DEED INFO. FROM 2/323A-325A

FOREST RIDGE DRIVE
{70' R.O.W.}
UNPAVED

TRACT 11
FOREST RIDGE ESTATES
CAB. 2, PAGES 323A-325A

TRACT 28
FOREST RIDGE ESTATES
CAB. 2, PAGES 323A-325A

N27°14'16"E 13.70'
{N29°33'05"E 13.73'}

P.O.B.

S62°45'31"E 765.02'
(S60°26'55"E 765.00')
{S60°26'55"E 765.00'}

N27°14'16"E
208.62'
(N29°33'05"E
208.66')

10,410 SQ. FT.
ACCESS ESMT.
516/589

5.608 ACRES
XS RANCH FUND VI, L.P.
(200716605)

ROBERT E. GILFILLAN
PORTION OF 248.720 ACRES
DESCRIBED IN 411/472

N46°36'52"W 796.35'
(N44°18'42"W 796.38')

S27°14'58"W 430.05'
(S29°33'05"W 430.00')

LAVERNE LAWHON, TRUSTEE
316.745 ACRES
1386/90

7.30.08

ROBERT C. WATTS JR.
5095
REGISTERED
LAND SURVEYOR

TRAVI ALAN LATHAM
45.49 ACRES
513/676

S27°31'37"W
133.37'

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
457-001-XS-EXHIBIT-5.608AC

DATE OF SURVEY: AUGUST, 2007
PLOT DATE: 07/21/08
DRAWING NO.: 457-001-XS-EXHIBIT-5.608AC
PROJECT NO.: 457-001

Chaparral

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

9.782 ACRES
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 9.782 ACRES (APPROXIMATELY 426,092 SQ. FT.) IN THE ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38, BASTROP COUNTY, TEXAS, BEING ALL OF A 2.064 ACRE TRACT AND A 6.114 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 19, 2006 AND RECORDED IN DOCUMENT NO. 200619026 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF A 1.599 ACRE TRACT CONVEYED TO SHARP FAMILY PARTNERSHIP IN A GENERAL WARRANTY DEED DATED JANUARY 13, 2003 AND RECORDED IN DOCUMENT NO. 200300783 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 9.782 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the west right-of-way line of State Highway 95 (Waugh Way) (100' public right-of-way width), being on the north side of County Road 48 (no apparent defined right-of-way width), being the northeast corner of the said 2.064 acre tract;

THENCE South 04°45'50" West, crossing County Road 48, with the west right-of-way line of State Highway 95 and the east line of the said 2.064 acre tract, a distance of 693.60 feet to a 1/2" rebar with Chaparral cap found for the southeast corner of the said 2.064 acre tract, being the northeast corner of the said 1.599 acre tract;

THENCE South 04°45'50" West with the west right-of-way line of State Highway 95 and the east line of the said 1.599 acre tract, a distance of 408.47 feet to a 1/2" rebar with Chaparral cap found for the southeast corner of the said 1.599 acre tract, being the northeast corner of the said 6.114 acre tract;

THENCE South 04°45'50" West with the west right-of-way line of State Highway 95 and the east line of the said 6.114 acre tract, a distance of 1102.72 feet to a 1/2" iron pipe found at the intersection of the west right-of-way line of State Highway 95 and the northwest line of a 100' Union Pacific Railroad Spur Reservation as referenced in Volume 1387, Page 49 of the Deed Records of Bastrop County, Texas, being also the southeast corner of the said 6.114 acre tract, from which a concrete highway monument found bears, South 04°44'18" West, a distance of 9494.37 feet;

THENCE South 38°26'28" West with the southeast line of the said 6.114 acre tract and the northwest line of the 100' Union Pacific Railroad Spur Reservation, passing a 1/2" iron pipe found at a distance of 438.05 feet, continuing for a distance of 1.08 feet, for a

total distance of 439.13 feet to a 1/2" rebar with Chaparral cap found at the intersection of the northwest line of the 100' Union Pacific Railroad Spur Reservation and the east right-of-way line of The Union Pacific Railroad (100' right-of-way width), being the southwest corner of the said 6.114 acre tract;

THENCE North 07°14'40" East with the east right-of-way line of The Union Pacific Railroad and the west line of the said 6.114 acre tract, a distance of 1469.53 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of the said 6.114 acre tract, being the southwest corner of the said 1.599 acre tract;

THENCE North 07°14'40" East with the east right-of-way line of The Union Pacific Railroad and the west line of the said 1.599 acre tract, a distance of 408.85 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of the said 1.599 acre tract, being the southwest corner of the said 2.064 acre tract;

THENCE with the east right-of-way line of The Union Pacific Railroad and the west line of the said 2.064 acre tract the following two (2) courses and distances:

1. North 07°14'40" East, a distance of 476.39 feet to a 1/2" rebar with Chaparral cap found, from which a 1/2" rebar with Chaparral cap found in the west right-of-way line of The Union Pacific Railroad, being in the east line of a 5,566.770 acre tract described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, bears North 82°45'20" West, a distance of 100.00 feet;

2. With a curve to the left, an arc length of 32.90 feet, having a radius of 1482.37 feet and a chord which bears North 06°36'10" East, a distance of 32.90 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of the said 2.064 acre tract;

THENCE North 42°01'01" East, crossing County Road 48, with the northwest line of the said 2.064 acre tract, passing a 1/2" rebar found at a distance of 1.92 feet, and continuing a distance of 230.22 feet, for a total distance of 232.14 feet to the **POINT OF BEGINNING,** containing 9.782 acres of land, more or less, a portion of which lies within the roadway of County Road 48.

Dates of Survey: 6.114 acre & 2.064 acre tracts were surveyed in October, 2005. 1.599 acre tract was surveyed on 11/22/2008. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-XS-EXHIBIT-HWY95-9.782AC.

12/9/08

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



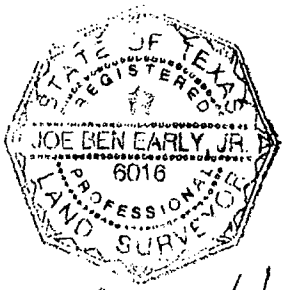
SKETCH TO ACCOMPANY A DESCRIPTION OF 9.782 ACRES (APPROXIMATELY 426,092 SQ. FT.) IN THE ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38, BASTROP COUNTY, TEXAS, BEING ALL OF A 2.064 ACRE TRACT AND A 6.114 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 19, 2006 AND RECORDED IN DOCUMENT NO. 200619026 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF A 1.599 ACRE TRACT CONVEYED TO SHARP FAMILY PARTNERSHIP IN A GENERAL WARRANTY DEED DATED JANUARY 13, 2003 AND RECORDED IN DOCUMENT NO. 200300783 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	1°16'18"	1482.37'	16.45'	32.90'	32.90'	N06°36'10"E

LINE TABLE			
No.	BEARING	LENGTH	(RECORD)
L1	S04°45'50"W	693.60'	(S07°15'00"W 693.67')
L2	S04°45'50"W	408.47'	(S07°15'00"W 408.47')
L3	S04°45'50"W	1102.72'	(S07°15'00"W 1102.72')
L4	S38°26'28"W	439.13'	(S40°55'37"W 438.01)'
L5	N07°14'40"E	1469.53'	(N09°43'37"E 1468.59')
L6	N07°14'40"E	408.85'	(N09°43'37"E 408.86')
L7	N07°14'40"E	476.39'	(N09°43'37"E 510.10')
L8	N42°01'01"E	232.14'	(N44°27'00"E 231.06')
L9	N85°14'10"W	162.20'	(N82°45'00"W 161.74')
L10	S85°14'10"E	179.90'	(S82°45'00"E 179.41')
L11	N82°45'20"W	100.00'	

LEGEND

- ● 1/2" REBAR FOUND WITH CHAPARRAL CAP FOUND (OR AS NOTED)
- ⊙ 1/2" IRON PIPE FOUND
- ■ CONCRETE R.O.W. MONUMENT FOUND



12/9/08

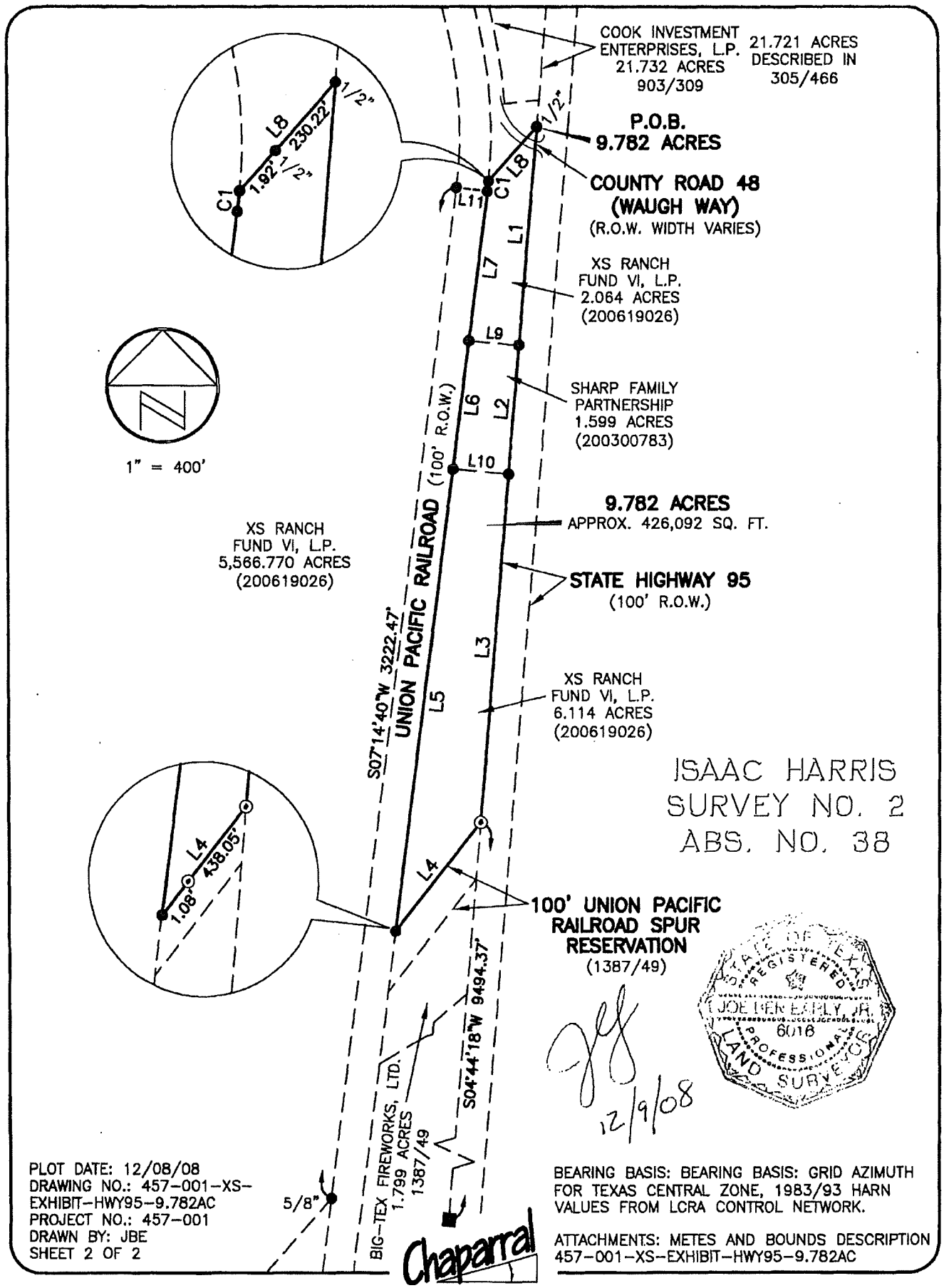
DATE OF SURVEY:
6.114 ACRE & 2.064 ACRE TRACTS WERE SURVEYED IN OCTOBER, 2005.
1.599 ACRE TRACT WAS SURVEYED ON 11/22/2008.

PLOT DATE: 12/08/08
DRAWING NO.: 457-001-XS-EXHIBIT-HWY95-9.782AC
PROJECT NO.: 457-001
DRAWN BY: JBE
SHEET 1 OF 2

Chaparral

BEARING BASIS: BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 457-001-XS-EXHIBIT-HWY95-9.782AC



STATE OF TEXAS
REGISTERED
JOE BEN EARLY JR.
6018
PROFESSIONAL
LAND SURVEYOR

12/9/08

PLOT DATE: 12/08/08
DRAWING NO.: 457-001-XS-EXHIBIT-HWY95-9.782AC
PROJECT NO.: 457-001
DRAWN BY: JBE
SHEET 2 OF 2

BEARING BASIS: BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 457-001-XS-EXHIBIT-HWY95-9.782AC

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3500 McCall Lane
Austin, Texas 78744

8683.655 (GROSS) ACRES
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 8683.655 ACRES (GROSS) IN THE S.F. AUSTIN SURVEY NO. 1, ABSTRACT NO. 8, THE ISAAC HARRIS SURVEY NO. 2, ABSTRACT NO. 38, THE LEMAN BARKER SURVEY NO. 3, ABSTRACT NO. 6, THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71, THE JOSIAH WILBARGER SURVEY NO. 5, ABSTRACT NO. 70, AND THE JOHN CRUTCHFIELD SURVEY NO. 12, ABS. NO. 122, ALL IN BASTROP COUNTY, TEXAS, CONSISTING OF:

ALL OF A 5566.770 ACRE TRACT (TRACT ONE-D), ALL OF AN 507.061 ACRE TRACT (TRACT ONE-C), ALL OF A 19.149 ACRE TRACT (TRACT FIVE), ALL OF A 54.912 ACRE TRACT (TRACT SIX), ALL OF A 92.556 ACRE TRACT (TRACT SEVEN), ALL OF A 160.346 ACRE TRACT (TRACT EIGHT), AND ALL OF A 112.676 ACRE TRACT (TRACT NINE), CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 19, 2006 AND RECORDED IN DOCUMENT NO. 200619026 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

ALL OF A 200.00 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 19, 2006 AND RECORDED IN DOCUMENT NO. 200619025 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; *(THE 200.00 ACRE TRACT LIES WITHIN THE 5566.770 ACRE TRACT)*

ALL OF A 758.026 ACRE TRACT AND ALL OF A 1164.571 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED DATED JUNE 4, 2007 AND RECORDED IN DOCUMENT NO. 200708067 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

AND A PORTION OF A 885.050 ACRE TRACT CONVEYED TO XS RANCH FUND VI, L.P. IN A SPECIAL WARRANTY DEED DATED NOVEMBER 9, 2007 AND RECORDED IN DOCUMENT NO. 200716605 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

SAVE AND EXCEPT 1.379 ACRES IN COUNTY ROAD 157 (SAYERS ROAD) RIGHT-OF-WAY (AS DESCRIBED IN EXHIBIT B ATTACHED HERETO) FOR A TOTAL OF ***8682.276 (NET) ACRES*** *OF LAND, MORE OR LESS;*

SAID 8683.655 (GROSS) ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the west right-of-way line of the Union Pacific Railroad (100' right-of-way width), being the northernmost corner of the said 5566.770 acre tract, being also the easternmost corner of a 94.5 acre tract of land described in Volume 205, Page 404 of the Deed Records of Bastrop County, Texas;

THENCE with the west right-of-way line of the Union Pacific Railroad and the east line of the said 5566.770 acre tract, the following five (5) courses and distances:

1. South 12°35'28" East, a distance of 4266.68 feet to a 1/2" rebar with cap set;

2. With a curve to the left, an arc length of 1184.55 feet, having a radius of 1482.37 feet and a chord which bears South 35°29'00" East, a distance of 1153.28 feet to a 1/2" rebar with cap set;

3. South 58°22'32" East, a distance of 2814.83 feet to a 1/2" rebar with cap set;

4. With a curve to the right, an arc length of 1583.06 feet, having a radius of 1382.37 feet and a chord which bears South 25°34'07" East, a distance of 1497.96 feet to a 1/2" rebar with cap set;

5. South 07°14'40" West, a distance of 3222.47 feet to a 5/8" rebar found for the northernmost corner of a 90.021 acre tract of land described in Volume 280, Page 26 of the Deed Records of Bastrop County, Texas;

THENCE leaving the west right-of-way line of the Union Pacific Railroad, with the common line of the said 5566.770 acre tract and the said 90.021 acre tract, the following two (2) courses and distances:

1. South 41°59'17" West, a distance of 3559.00 feet to a 1/2" rebar with cap set for the westernmost corner of the said 90.021 acre tract;

2. South 48°00'02" East, a distance of 1696.00 feet to a 1/2" rebar with cap set for the southernmost corner of the said 90.021 acre tract, being also in the northwest line of a 100.714 acre tract of land described in Volume 276, Page 639 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 5566.770 acre tract and the said 100.714 acre tract the following two (2) courses and distances:

1. South 41°50'22" West, a distance of 3243.40 feet to a 1/2" rebar with cap set for

the westernmost corner of the said 100.714 acre tract;

2. South 48°02'42" East, a distance of 1600.00 feet to a 1/2" rebar found in the west right-of-way line of the Union Pacific Railroad, being the southernmost corner of the said 100.714 acre tract;

THENCE South 28°48'40" West with the west right-of-way line of the Union Pacific Railroad and the east line of the said 5566.770 acre tract, a distance of 4189.17 feet to a 1/2" rebar with cap set in the fenced north line of County Road 157 (no apparent defined right-of-way width), being the southernmost corner of the said 5566.770 acre tract;

THENCE North 70°54'45" West with the fenced north line of County Road 157 and the south line of the said 5566.770 acre tract, a distance of 508.46 feet to a fence post found for the southeast corner of a cemetery (no record description found);

THENCE leaving the fenced north line of County Road 157, with the south line of the said 5566.770 acre tract, and the fenced line of said cemetery the following three (3) courses and distances:

1. North 27°36'53" East, a distance of 295.98 feet to a fence post found;

2. North 59°21'01" West, a distance of 213.96 feet to a fence post found;

3. South 46°04'58" West, a distance of 334.28 feet to a fence post found in the fenced northeast line of County Road 157;

THENCE with the fenced northeast line of County Road 157 and the southwest line of the said 5566.770 acre tract, the following thirty-three (33) courses and distances:

1. North 48°55'26" West, a distance of 1197.98 feet to a fence post found;

2. With a curve to the right, an arc length of 270.39 feet, having a radius of 959.67 feet and a chord which bears North 35°25'39" West, a distance of 269.50 feet to a fence post found;

3. North 29°09'39" West, a distance of 153.76 feet to a fence post found;

4. North 40°47'14" West, a distance of 639.58 feet to a fence post found;

5. North 34°04'48" West, a distance of 832.33 feet to a fence post found;

6. North 31°21'24" West, a distance of 118.29 feet to a fence post found;
7. North 24°22'16" West, a distance of 176.75 feet to a fence post found;
8. North 18°55'11" West, a distance of 120.47 feet to a fence post found;
9. North 10°15'52" West, a distance of 264.46 feet to a fence post found;
10. North 07°51'48" West, a distance of 327.03 feet to a fence post found;
11. North 12°13'41" West, a distance of 91.49 feet to a fence post found;
12. With a curve to the left, an arc length of 230.63 feet, having a radius of 290.55 feet and a chord which bears North 35°03'33" West, a distance of 224.62 feet to a fence post found;
13. North 60°03'33" West, a distance of 88.80 feet to a fence post found;
14. North 62°48'40" West, a distance of 325.21 feet to a fence post found, from which a 1/2" rebar found, bears South 58°18'36" West, a distance of 60.73 feet;
15. North 71°52'04" West, a distance of 98.90 feet to a 1/2" rebar with cap set;
16. North 84°51'25" West, a distance of 548.44 feet to a fence post found;
17. South 86°27'29" West, a distance of 73.98 feet to a fence post found;
18. South 78°51'37" West, a distance of 39.75 feet to a fence post;
19. South 73°16'07" West, a distance of 141.66 feet to a fence post;
20. With a curve to the right, an arc length of 139.35 feet, having a radius of 290.37 feet and a chord which bears South 87°41'13" West, a distance of 138.02 feet to a fence post found;
21. With a curve to the right, an arc length of 165.02 feet, having a radius of 774.91 feet and a chord which bears North 68°44'53" West, a distance of 164.71 feet to a fence post found;
22. North 52°54'39" West, a distance of 123.41 feet to a fence post found;

23. North 31°56'06" West, a distance of 79.58 feet to a fence post found;

24. North 21°29'47" West, a distance of 191.24 feet to a fence post found;

25. North 22°51'02" West, a distance of 86.71 feet to a fence post found;

26. With a curve to the left, an arc length of 228.67 feet, having a radius of 548.91 feet and a chord which bears North 38°10'46" West, a distance of 227.02 feet to a fence post found, from which a 1/2" rebar with cap found, bears South 11°31'55" West, a distance of 58.42 feet;

27. North 48°39'12" West, a distance of 119.64 feet to a fence post found, from which a 1/2" rebar with cap found, bears South 74°52'45" West, a distance of 56.05 feet;

28. With a curve to the right, an arc length of 124.62 feet, having a radius of 489.39 feet and a chord which bears North 37°56'09" West, a distance of 124.29 feet to a fence post found;

29. North 30°09'55" West, a distance of 171.71 feet to a fence post found;

30. North 34°19'30" West, a distance of 193.48 feet to a fence post found;

31. North 41°24'11" West, a distance of 112.93 feet to a fence post found;

32. North 55°09'35" West, a distance of 71.44 feet to a fence post found;

33. North 72°29'33" West, a distance of 137.95 feet to a fence post found for an angle point in the southeast line of a 22.43 acre tract of land described in Volume 176, Page 62 of the Deed Records of Bastrop County, Texas;

THENCE leaving the north line of County Road 157, with the fenced common line of the said 5566.770 acre tract and the said 22.43 acre tract, the following five (5) courses and distances:

1. North 37°28'32" East, a distance of 131.53 feet to a fence post found;

2. North 49°29'56" East, a distance of 92.62 feet to a fence post found;

3. North 46°23'18" East, a distance of 160.81 feet to a fence post found;

4. North 55°47'54" East, a distance of 214.81 feet to a fence post found;

5. North 42°06'04" East, a distance of 117.66 feet to a calculated point in the centerline of Big Sandy Creek, being the south line of a 62.5 acre tract described in Volume 149, Page 477 of the Deed Records of Bastrop County, Texas;

THENCE with the centerline of Big Sandy Creek, with the common line of the said 5566.770 acre tract and the said 62.5 acre tract, the following twenty-one (21) courses and distances:

1. North 89°51'48" East, a distance of 60.71 feet to a calculated point;

2. North 53°48'39" East, a distance of 241.84 feet to a calculated point;

3. North 33°15'35" East, a distance of 125.20 feet to a calculated point;

4. North 15°49'27" East, a distance of 251.77 feet to a calculated point;

5. North 08°07'24" West, a distance of 269.24 feet to a calculated point;

6. North 77°49'21" West, a distance of 86.41 feet to a calculated point;

7. North 84°22'20" West, a distance of 114.31 feet to a calculated point;

8. North 73°28'41" West, a distance of 66.75 feet to a calculated point;

9. North 48°46'46" West, a distance of 80.91 feet to a calculated point;

10. North 08°05'04" West, a distance of 175.42 feet to a calculated point;

11. North 23°04'02" West, a distance of 72.55 feet to a calculated point;

12. North 35°42'24" West, a distance of 283.21 feet to a calculated point;

13. North 11°55'01" West, a distance of 102.35 feet to a calculated point;

14. South 80°17'23" West, a distance of 87.22 feet to a calculated point;

15. South 39°04'47" West, a distance of 173.78 feet to a calculated point;

16. South 28°31'20" West, a distance of 368.09 feet to a calculated point;

17. South 15°11'31" West, a distance of 79.96 feet to a calculated point;

18. South 45°55'56" West, a distance of 120.38 feet to a calculated point;

19. South 79°00'50" West, a distance of 181.88 feet to a calculated point;

20. North 56°40'22" West, a distance of 465.01 feet to a calculated point;

21. North 70°44'15" West, a distance of 188.14 feet to a calculated point for the southernmost corner of a 122.444 acre tract of land described in Volume 148, Page 171 of the Deed Records of Bastrop County, Texas;

THENCE leaving the centerline of Big Sandy Creek, North 41°36'15" East with the northwest line of the said 5566.770 acre tract and the southeast line of the said 122.444 acre tract a distance of 3841.12 feet to a fence post found for the easternmost corner of the said 122.444 acre tract, being a southeast corner of a 278.69 acre tract of land described in Volume 176, Page 62 of the Deed Records of Bastrop County, Texas;

THENCE with the northwest line of the said 5566.770 acre tract and the southeast line of the said 278.69 acre tract the following five (5) courses and distances:

1. North 43°30'50" East, a distance of 1950.60 feet to a 1/2" rebar with cap set;

2. North 39°14'50" East, a distance of 283.60 feet to a 1/2" rebar with cap set;

3. North 41°56'50" East, a distance of 657.20 feet to a 1/2" rebar with cap set;

4. North 41°49'50" East, a distance of 1186.20 feet to a 1/2" rebar with cap set;

5. North 41°42'50" East, a distance of 757.40 feet to a 1/2" rebar with cap set for the easternmost corner of the said 278.69 acre tract, from which a 31" Post Oak, bears North 42°59'50" East, a distance of 282.05 feet;

THENCE with the common line of the said 5566.770 acre tract, the said 278.69 acre tract, and a 521.94 acre tract described in Volume 173, Page 412 of the Deed Records of Bastrop County, Texas, the following twenty (20) courses and distances:

1. North 47°23'16" West, a distance of 3253.08 feet to a fence post found;

2. South 44°09'12" West, a distance of 409.37 feet to a fence post found;
3. North 46°44'34" West, a distance of 1200.96 feet to a fence post found for the northernmost corner of the said 521.94 acre tract;
4. South 42°36'54" West, a distance of 5098.99 feet to a fence post found;
5. South 55°26'29" East, a distance of 441.27 feet to a fence post found;
6. South 62°46'51" East, a distance of 837.23 feet to a fence post found;
7. South 05°17'56" West, a distance of 253.40 feet to a 1/2" rebar with cap set;
8. South 21°27'56" West, a distance of 43.48 feet to a 1/2" rebar with cap set;
9. South 15°22'04" East, a distance of 273.54 feet to a 1/2" rebar with cap set;
10. South 43°15'04" East, a distance of 125.98 feet to a 1/2" rebar with cap set;
11. South 05°22'04" East, a distance of 258.11 feet to a 1/2" rebar with cap set;
12. South 39°37'56" West, a distance of 311.40 feet to a 1/2" rebar with cap set;
13. South 39°23'56" West, a distance of 407.35 feet to a 1/2" rebar with cap set;
14. South 28°06'56" West, a distance of 512.87 feet to a 1/2" rebar with cap set;
15. South 46°36'56" West, a distance of 257.11 feet to a 1/2" rebar with cap set;
16. South 57°13'56" West, a distance of 582.89 feet to a fence post found;
17. South 47°42'14" West, a distance of 251.59 feet to a 1/2" rebar with cap set;
18. South 42°59'14" West, a distance of 415.67 feet to a 1/2" rebar with cap set;
19. South 47°42'14" West, a distance of 642.19 feet to a 1/2" rebar with cap set;
20. South 40°53'50" West, a distance of 1367.20 feet to a 1/2" rebar with cap set in the southwest line of County Road 157;

THENCE South 46°37'37" East with the southwest line of County Road 157, the

northeast line of the said 5566.770 acre tract, and the southwest line of the said 521.94 acre tract, a distance of 483.43 feet to a 5/8" rebar found for the northernmost corner of a 200.00 acre tract of land described in Volume 819, Page 733 of the Deed Records of Bastrop County, Texas, from which a 5/8" rebar found, bears South 49°34'20" East, a distance of 310.00 feet;

THENCE leaving the southwest line of County Road 157, South 36°09'41" West with the southeast line of the said 5566.770 acre tract and the northwest line of the said 200.00 acre tract, a distance of 5247.42 feet to a 1/2" rebar with cap set on the north bank of the Colorado River;

THENCE with the gradient boundary of the Colorado River the following twenty-six (26) courses and distances:

1. South 85°05'44" West, a distance of 730.40 feet to a 1/2" rebar with cap set;
2. South 85°40'17" West, a distance of 707.27 feet to a 1/2" rebar with cap set;
3. South 83°44'43" West, a distance of 273.16 feet to a 1/2" rebar with cap set;
4. South 82°00'05" West, a distance of 216.47 feet to a 1/2" rebar with cap set;
5. North 87°52'49" West, a distance of 509.38 feet to a 1/2" rebar with cap set;
6. North 76°45'21" West, a distance of 635.73 feet to a 1/2" rebar with cap set;
7. North 67°45'32" West, a distance of 696.58 feet to a 1/2" rebar with cap set;
8. North 60°30'49" West, a distance of 400.67 feet to a 1/2" rebar with cap set;
9. North 61°57'52" West, a distance of 178.15 feet to a 1/2" rebar with cap set;
10. North 56°48'32" West, a distance of 172.52 feet to a 1/2" rebar with cap set;
11. North 34°12'07" West, a distance of 315.00 feet to a 1/2" rebar with cap set;
12. North 17°49'08" West, a distance of 194.48 feet to a 1/2" rebar with cap set;
13. North 00°42'03" West, a distance of 330.38 feet to a 1/2" rebar with cap set;
14. North 05°51'25" East, a distance of 216.57 feet to a 1/2" rebar with cap set;

15. North 34°17'46" East, a distance of 328.17 feet to a 1/2" rebar with cap set;

16. North 78°35'08" East, a distance of 86.26 feet to a 1/2" rebar with cap set;

17. North 25°28'50" East, a distance of 805.50 feet to a 1/2" rebar with cap set;

18. North 19°28'15" East, a distance of 922.47 feet to a 1/2" rebar with cap set;

19. North 19°50'23" East, a distance of 477.86 feet to a 1/2" rebar with cap set;

20. North 21°15'22" East, a distance of 606.54 feet to a 1/2" rebar with cap set;

21. North 23°34'42" East, a distance of 654.28 feet to a 1/2" rebar with cap set;

22. North 17°12'19" East, a distance of 788.35 feet to a 1/2" rebar with cap set;

23. North 16°03'41" East, a distance of 419.54 feet to a 1/2" rebar with cap set;

24. North 21°34'10" East, a distance of 234.05 feet to a 1/2" rebar with cap set;

25. North 09°53'29" East, a distance of 465.10 feet to a 1/2" rebar with cap set;

26. North 11°31'48" East, a distance of 355.87 feet to a 1/2" rebar with cap set in the west line of the said 92.556 acre tract;

THENCE leaving the east bank of the Colorado River, North 53°49'09" West with the southwest line of the said 92.556 acre tract, a distance of 69.34 feet to a calculated point where the centerline of Wilbarger Creek intersects the Colorado River, being the southeast corner of a 136.212 acre tract of land described in Volume 962, Page 195 of the Official Records of Bastrop County, Texas;

THENCE with the centerline of Wilbarger Creek, same being the west line of the said 92.556 acre tract, the southwest line of the said 5566.770 acre tract, the southwest line of the said 54.912 acre tract, the east line of the said 136.212 acre tract, the east line of a 81.191 acre tract of land described in Volume 962, Page 195 of the Official Records of Bastrop County, Texas, the northeast line of a 120.01 acre tract of land described in Volume 1023, Page 237 of the Official Records of Bastrop County, Texas, over and across an 1183.390 acre tract of land described in Volume 962, Page 195 of the Official Records of Bastrop County, Texas, with the north line of a 184.255 acre tract described in Volume 1706, Page 368 of the Official Records of Bastrop County, Texas, and with

the northeast line of a 45.41 acre tract of land described in Volume 1530, Page 227 of the Official Records of Bastrop County, Texas, the following forty-one (41) courses and distances:

1. North 18°10'09" East, a distance of 356.21 feet to a calculated point;
2. North 44°41'35" West, a distance of 227.87 feet to a calculated point;
3. North 53°29'52" West, a distance of 698.05 feet to a calculated point;
4. North 36°33'37" West, a distance of 235.46 feet to a calculated point;
5. North 37°59'00" West, a distance of 265.07 feet to a calculated point;
6. North 02°23'23" West, a distance of 270.27 feet to a calculated point;
7. North 00°10'50" West, a distance of 941.81 feet to a calculated point;
8. North 03°41'38" East, a distance of 331.45 feet to a calculated point;
9. North 01°15'11" West, a distance of 215.82 feet to a calculated point;
10. North 12°30'42" East, a distance of 662.97 feet to a calculated point;
11. North 02°35'44" West, a distance of 192.80 feet to a calculated point;
12. North 21°53'58" West, a distance of 662.71 feet to a calculated point;
13. North 26°15'09" West, a distance of 385.97 feet to a calculated point;
14. North 04°18'25" West, a distance of 270.75 feet to a calculated point;
15. North 06°03'43" West, a distance of 397.88 feet to a calculated point;
16. North 67°16'36" West, a distance of 108.33 feet to a calculated point;
17. South 75°45'13" West, a distance of 428.01 feet to a calculated point;
18. North 79°09'13" West, a distance of 537.38 feet to a calculated point;
19. North 50°52'06" West, a distance of 392.75 feet to a calculated point;

20. North 39°13'33" West, a distance of 286.04 feet to a calculated point;
21. North 37°23'11" West, a distance of 329.57 feet to a calculated point;
22. North 46°00'34" West, a distance of 289.79 feet to a calculated point;
23. North 42°25'33" West, a distance of 290.86 feet to a calculated point;
24. North 48°23'28" West, a distance of 125.14 feet to a calculated point;
25. North 49°12'01" West, a distance of 111.23 feet to a calculated point;
26. North 37°08'08" West, a distance of 298.62 feet to a calculated point;
27. North 37°17'46" West, a distance of 179.22 feet to a calculated point;
28. North 49°00'32" West, a distance of 191.23 feet to a calculated point;
29. North 60°13'33" West, a distance of 62.78 feet to a calculated point;
30. North 78°01'38" West, a distance of 186.28 feet to a calculated point;
31. North 84°04'00" West, a distance of 523.37 feet to a calculated point;
32. North 62°23'15" West, a distance of 323.37 feet to a calculated point;
33. North 65°30'05" West, a distance of 415.74 feet to a calculated point;
34. North 42°00'42" West, a distance of 245.40 feet to a calculated point;
35. North 22°01'15" West, a distance of 525.05 feet to a calculated point;
36. North 45°02'25" East, a distance of 181.27 feet to a calculated point;
37. North 37°28'34" East, a distance of 163.28 feet to a calculated point;
38. North 02°53'36" West, a distance of 147.59 feet to a calculated point;
39. North 55°30'50" West, a distance of 200.15 feet to a calculated point;

40. North 62°53'27" West, a distance of 211.80 feet to a calculated point;

41. North 79°10'31" West, a distance of 96.93 feet to a calculated point for the westernmost corner of the said 5566.770 acre tract, being in the southeast line of the said 885.050 acre tract, being also the northernmost corner of the said 45.41 acre tract;

THENCE South 58°06'49" West with the southeast line of the said 885.050 acre tract and the northwest line of the said 45.41 acre tract, a distance of 698.71 feet to a calculated point in the centerline of Wilbarger Creek, from which a 1/2" rebar found in the southeast line of the said 885.050 acre tract, being in the northwest line of the said 45.41 acre tract, bears South 58°06'49" West, a distance of 159.84 feet;

THENCE over and across the said 885.050 acre tract and with the centerline of Wilbarger Creek, the following thirty-four (34) courses and distances:

1. North 63°42'39" West, a distance of 172.89 feet to a calculated point;
2. North 24°36'07" West, a distance of 376.61 feet to a calculated point;
3. North 55°59'54" West, a distance of 262.22 feet to a calculated point;
4. South 65°17'02" West, a distance of 262.84 feet to a calculated point;
5. North 79°07'39" West, a distance of 355.68 feet to a calculated point;
6. North 26°00'33" West, a distance of 118.32 feet to a calculated point;
7. North 06°13'56" East, a distance of 147.62 feet to a calculated point;
8. North 36°02'45" East, a distance of 129.47 feet to a calculated point;
9. North 59°26'21" East, a distance of 227.89 feet to a calculated point;
10. South 85°34'32" East, a distance of 215.72 feet to a calculated point;
11. South 80°15'46" East, a distance of 249.70 feet to a calculated point;
12. South 84°23'02" East, a distance of 420.27 feet to a calculated point;
13. North 57°37'28" East, a distance of 119.88 feet to a calculated point;

14. North 24°49'25" East, a distance of 114.86 feet to a calculated point;
15. North 08°37'26" West, a distance of 144.78 feet to a calculated point;
16. North 18°27'05" West, a distance of 136.69 feet to a calculated point;
17. North 35°58'24" West, a distance of 155.15 feet to a calculated point;
18. North 19°07'20" West, a distance of 213.81 feet to a calculated point;
19. North 89°17'07" East, a distance of 287.42 feet to a calculated point;
20. North 69°13'05" East, a distance of 147.14 feet to a calculated point;
21. North 30°07'57" East, a distance of 186.25 feet to a calculated point;
22. North 14°10'20" West, a distance of 257.19 feet to a calculated point;
23. North 30°01'04" West, a distance of 300.55 feet to a calculated point;
24. North 38°42'22" West, a distance of 320.04 feet to a calculated point;
25. North 58°55'02" West, a distance of 165.81 feet to a calculated point;
26. North 66°38'00" West, a distance of 289.97 feet to a calculated point;
27. North 85°58'26" West, a distance of 162.86 feet to a calculated point;
28. North 73°33'35" West, a distance of 252.86 feet to a calculated point;
29. North 81°52'32" West, a distance of 398.13 feet to a calculated point;
30. North 75°44'03" West, a distance of 210.01 feet to a calculated point;
31. North 71°39'16" West, a distance of 221.11 feet to a calculated point;
32. North 64°54'05" West, a distance of 208.72 feet to a calculated point;
33. North 65°38'26" West, a distance of 187.57 feet to a calculated point;

34. North 57°14'36" West, a distance of 231.11 feet to a calculated point, from which a 1/2" rebar found on the south bank of Wilbarger Creek, being in the west line of the said 885.050 acre tract, being also in the in the east line of a 159.907 acre tract of land described in Volume 962, Page 195 of the Deed Records of Bastrop County, Texas, bears South 12°56'58" West, a distance of 51.02 feet;

THENCE North 12°56'58" East, leaving the centerline of Wilbarger Creek, with the west line of the said 885.050 acre tract, a distance of 92.48 feet to a 1/2" rebar found on the north bank of Wilbarger Creek, being in the east line of a 45.49 acre tract of land described in Volume 513, Page 676 of the Deed Records of Bastrop County, Texas;

THENCE North 27°13'17" East with the west line of the said 885.050 acre tract and the east line of the said 45.49 acre tract, a distance of 1532.78 feet to a 1/2" rebar found for the northernmost corner of the said 885.050 acre tract, being the southwest corner of a 316.745 acre tract of land described in Volume 1386, Page 90 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found for the northeast corner of the said 45.49 acre tract, being in the west line of the said 316.745 acre tract, being also the southeast corner of a 5.608 acre tract of land described in Document No. 200716605 of the Official Public Records of Bastrop County, Texas, bears North 27°31'37" East, a distance of 133.37 feet;

THENCE with the north line of the said 885.050 acre tract and the south line of the said 316.745 acre tract, the following four (4) courses and distances:

1. South 62°30'46" East, a distance of 942.34 feet to a 1/2" rebar with "Garon" cap found;

2. South 62°57'17" East, a distance of 916.62 feet to a 1/2" rebar with "Garon" cap found;

3. South 63°21'08" East, a distance of 634.93 feet to a 1/2" rebar with "Garon" cap found;

4. South 63°06'16" East, a distance of 880.61 feet to a 5/8" rebar found for the southeast corner of the said 316.745 acre tract, being the southwest corner of a 66.858 acre tract of land described in Volume 1058, Page 728 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 885.050 acre tract and the said 66.858 acre tract, the following five (5) courses and distances:

1. South 63°11'38" East, a distance of 341.67 feet to a 1/2" rebar with "Garon" cap found;

2. South 62°53'36" East, a distance of 543.52 feet to a 1/2" rebar with "Garon" cap found;

3. South 62°36'20" East, a distance of 501.08 feet to a nail found;

4. South 63°42'58" East, a distance of 475.51 feet to a 1/2" rebar with "Garon" cap found;

5. North 25°09'55" East, a distance of 32.78 feet to a 1/2" rebar with "Chaparral Boundary" cap found for a southwest corner of the said 1164.571 acre tract;

THENCE with the northwest line of the said 1164.571 acre tract and the southeast line of the said 66.858 acre tract, the following five (5) courses and distances:

1. North 25°09'55" East, a distance of 113.46 feet to a 1/2" rebar with cap found;

2. North 28°53'47" East, a distance of 758.30 feet to a 1/2" rebar with cap found;

3. North 27°45'53" East, a distance of 362.70 feet to a 1/2" rebar with cap found;

4. North 27°20'28" East, a distance of 287.70 feet to a 1/2" rebar with cap found;

5. North 27°47'34" East, a distance of 52.47 feet to a 1/2" rebar with cap found for the easternmost corner of the said 66.858 acre tract, being the southernmost corner of a 24.701 acre tract of land described in Volume 1058, Page 717 of the Deed Records of Bastrop County, Texas;

THENCE with the northwest line of the said 1164.571 acre tract and the southeast line of the said 24.701 acre tract, the following two (2) courses and distances:

1. North 27°47'05" East, a distance of 312.70 feet to a 1/2" rebar with cap set;

2. North 27°02'55" East, a distance of 1087.10 feet to a 1/2" rebar with cap found for the easternmost corner of the said 24.701 acre tract, being the southernmost corner of a 48.609 acre tract of land described in Volume 1084, Page 597 of the Deed Records of Bastrop County, Texas;

THENCE North 27°12'21" East with the northwest line of the said 1164.571 acre tract

and the southeast line of the said 48.609 acre tract, a distance of 545.66 feet to a 1/2" rebar with cap set for the easternmost corner of the said 48.609 acre tract, being the southernmost corner of a 53.86 acre tract of land described in Volume 289, Page 444 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 1164.571 acre tract and the said 53.86 acre tract, the following two (2) courses and distances:

1. North 26°28'49" East, a distance of 1052.53 feet to a 1/2" rebar with cap set;

2. North 61°23'59" West, a distance of 330.48 feet to a fence post found for the southernmost corner of a 63.426 acre tract of land described in Volume 1560, Page 952 of the Deed Records of Bastrop County, Texas, from which a buggy spring found for the northernmost corner of the said 53.86 acre tract, being an angle point in the southwest line of the said 63.426 acre tract, bears North 62°57'21" West, a distance of 1913.76 feet;

THENCE North 27°35'36" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 63.426 acre tract, a distance of 1773.67 feet to a 1/2" rebar with cap found for the easternmost corner of the said 63.426 acre tract, being the southeast corner of a 63.426 acre tract described in Volume 1560, Page 948 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 1164.571 acre tract and the said 63.426 acre tract, the following two (2) courses and distances:

1. North 27°35'36" East, a distance of 633.98 feet to a fence post found for the easternmost corner of the said 63.426 acre tract;

2. North 62°33'42" West, a distance of 2293.69 feet to a 1/2" rebar with cap found for the northernmost corner of the said 63.426 acre tract, being in the southeast line of a 11.068 acre tract of land described in Volume 429, Page 271 of the Deed Records of Bastrop County, Texas, from which an axle found in the northwest line of the said 63.426 acre tract, being in the southeast line of the said 11.068 acre tract, bears South 21°54'50" West, a distance of 26.68 feet;

THENCE North 22°22'27" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 11.068 acre tract, a distance of 130.88 feet to a fence post found for the easternmost corner of the said 11.068 acre tract, being the southernmost corner of a 145.5 acre tract of land described in Volume 119, Page 236 of the Deed Records of Bastrop County, Texas;

THENCE North 27°26'14" East with the northwest line of the said 1164.571 acre tract and the southeast line of the said 145.5 acre tract, a distance of 2555.76 feet to a fence post found for the northernmost corner of the said 1164.571 acre tract, being the easternmost corner of the said 145.5 acre tract, being also in the southwest line of a 548 acre tract of land described in Volume 70, Page 116 of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 1164.571 acre tract, the said 548 acre tract, and a 227 acre tract of land described in Volume 42, Page 234 of the Deed Records of Bastrop County, Texas, the following three (3) courses and distances:

1. South 63°18'35" East, a distance of 2311.22 feet to a fence post found;

2. South 63°46'52" East, a distance of 2344.71 feet to a fence post found for the southernmost corner of the said 227 acre tract;

3. North 29°01'34" East, a distance of 1324.43 feet to a fence post found for a northwest corner of the said 1164.571 acre tract, being the easternmost corner of the said 227 acre tract, being also in the being in the southwest line of a 416.6 acre tract of land described in Volume 42, Page 511 of the Deed Records of Bastrop County, Texas;

THENCE South 49°17'46" East with the northeast line of the said 1164.571 acre tract, the southwest line of the said 416.6 acre tract, the southwest line of a 50 acre tract of land and a 100 acre tract of land described in Volume 42, Page 636 of the Deed Records of Bastrop County, Texas, and the southwest line of an 89 acre tract of land described in Volume 47, Page 129 of the Deed Records of Bastrop County, Texas, a distance of 2611.04 feet to a 5/8" rebar found for the northernmost corner of a 408.48 acre tract of land described in Volume 248, Page 498 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar with cap found, bears South 48°41'08" East, a distance of 2813.70 feet;

THENCE with the common line of the said 1164.571 acre tract and the said 408.48 acre tract, the following three (3) courses and distances:

1. South 28°40'50" West, a distance of 936.94 feet to a 60d nail in fence corner post found;

2. South 28°23'43" West, a distance of 1830.59 feet to a 5/8" rebar found for the westernmost corner of the said 408.48 acre tract;

3. South 47°43'25" East, a distance of 2201.53 feet to a 1/2" rebar with cap set for the easternmost corner of the said 1164.571 acre tract, being the northernmost corner of the said 507.061 acre tract, from which a 5/8" rebar found in the southwest line of a 274.814 acre tract of land described in Volume 1288, Page 317 of the Deed Records of Bastrop County, Texas, bears North 39°15'25" West, a distance of 219.15 feet;

THENCE with the common line of the said 507.061 acre tract and the said 408.48 acre tract the following six (6) courses and distances:

1. South 47°44'36" East, a distance of 1304.52 feet to a 1/2" rebar with cap set;

2. South 48°19'36" East, a distance of 1563.89 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found, bears North 22°33'14" West, a distance of 84.41 feet;

3. North 54°10'24" East, a distance of 96.67 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found, bears North 16°46'28" East, a distance of 45.98 feet;

4. South 49°19'36" East, a distance of 416.11 feet to a fence post found in the northwest line of County Road 157 (no apparent defined right-of-way width);

5. South 41°56'51" West with the northwest line of County Road 157, a distance of 93.59 feet to a 1/2" rebar with cap set;

6. South 46°59'50" East, passing a fence post found at a distance of 56.24 feet, continuing for a distance of 640.29 feet, for a total distance of 696.53 feet to a calculated point in the centerline of Big Sandy Creek, being the southernmost corner of the said 408.48 acre tract, being also in the west line of a 269 acre tract of land described in Volume 199, Page 843 of the Deed Records of Bastrop County, Texas;

THENCE with the centerline of Big Sandy Creek and the common line of the said 507.061 acre tract and the said 269 acre tract the following eleven (11) courses and distances:

1. South 00°16'10" West, a distance of 100.83 feet to a calculated point;

2. South 05°56'52" West, a distance of 170.09 feet to a calculated point;

3. South 10°01'24" West, a distance of 693.13 feet to a calculated point;
4. South 07°23'34" East, a distance of 296.19 feet to a calculated point;
5. South 23°56'10" East, a distance of 121.78 feet to a calculated point;
6. South 14°45'47" East, a distance of 95.81 feet to a calculated point;
7. South 05°54'11" East, a distance of 473.59 feet to a calculated point;
8. South 19°31'37" East, a distance of 207.16 feet to a calculated point;
9. South 01°42'40" West, a distance of 287.95 feet to a calculated point;
10. South 07°47'17" West, a distance of 166.47 feet to a calculated point;
11. South 06°27'49" East, a distance of 44.60 feet to a calculated point for the northeast corner of a 5 acre tract of land described in Volume 211, Page 502 of the Deed Records of Bastrop County, Texas;

THENCE leaving the centerline of Big Sandy Creek, with the common line of the said 507.061 acre tract and the said 5 acre tract the following three (3) courses and distances:

1. North 85°20'05" West, a distance of 92.50 feet to a 1/2" rebar with cap set;
2. South 07°54'55" West, a distance of 339.17 feet to a 1/2" rebar with cap set;
3. South 15°09'55" West, a distance of 307.78 feet to a 1/2" rebar with cap set on the north line of a 30' lane referenced in Volume 49, Page 614, Volume 118, Page 150, Volume 209, Page 783 and Volume 211, Page 502, all of the Deed Records of Bastrop County, Texas;

THENCE with the common line of the said 507.061 acre tract and the said 5 acre tract, with the north line of the said 30' lane a distance of 30' from and parallel to the north line of the said 160.346 acre tract, the following three (3) courses and distances:

1. North 89°48'11" West, a distance of 281.66 feet to a 1/2" rebar with cap set;
2. South 85°41'49" West, a distance of 213.56 feet to a 1/2" rebar with cap set;

3. North 78°03'11" West, a distance of 267.67 feet to a 1/2" rebar with cap set;

THENCE South 37°12'24" West, over and across said 30' lane, with the southeast line of the said 507.061 acre tract, a distance of 33.18 feet to fence post found in the south line of the 30' lane, being in the north line of the said 160.346 acre tract;

THENCE with the north line of the said 160.346 acre tract and the south line of the said 30' lane the following five (5) courses and distances:

1. South 78°03'11" East, a distance of 286.11 feet to a 1/2" rebar with cap set;
2. North 85°41'49" East, a distance of 216.67 feet to a 1/2" rebar with cap set;
3. South 89°48'11" East, a distance of 500.00 feet to a 1/2" rebar with cap set;
4. South 10°48'11" East, a distance of 336.11 feet to a 1/2" rebar with cap set;
5. South 46°03'11" East, a distance of 222.22 feet to a calculated point in the centerline of Big Sandy Creek, being the easternmost corner of the said 160.346 acre tract, being in the northwest line of the said 5566.770 acre tract, being also the southernmost corner of the said 269 acre tract;

THENCE North 42°29'40" East with the northwest line of the said 5566.770 acre tract and the southeast line of the said 269 acre tract, a distance of 4623.26 feet to a fence post found for the westernmost corner of the said 94.5 acre tract;

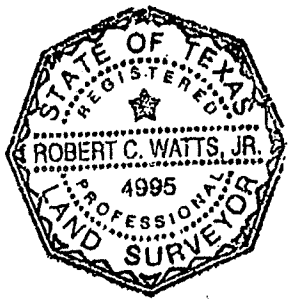
THENCE with the common line of the said 5566.770 acre tract and the said 94.5 acre tract the following two (2) courses and distances:

1. South 48°06'21" East, a distance of 1682.86 feet to a 1/2" rebar found for the southernmost corner of the said 94.5 acre tract;
2. North 42°31'01" East, a distance of 2088.46 feet to the **POINT OF BEGINNING**, containing 8683.655 (gross) acres of land, more or less, a portion of which lies within the roadway, and approximately 1.425 acres within fenced cemetery.

*SAVE AND EXCEPT 1.379 ACRES IN COUNTY ROAD 157 (SAYERS ROAD) RIGHT-OF-WAY (AS DESCRIBED IN EXHIBIT B ATTACHED HERETO) FOR A TOTAL OF **8682.276 (NET) ACRES** OF LAND, MORE OR LESS.*

5566.770 acre tract, 507.061 acre tract,19.149 acre tract, 54.912 acre tract, 92.556 acre tract, 160.346 acre tract and 112.676 acre tract all surveyed on the ground in August, September and October, 2005. 758.026 and 1164.571 acre tracts surveyed on the ground in March and April, 2006. 885.050 acre tract surveyed on the ground in July and August, 2007. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



3.24-11

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

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Austin, Texas 78744

1.379 ACRES
PORTION OF COUNTY ROAD 157 (SAYERS ROAD)
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 1.379 ACRES (APPROXIMATELY 60,054 SQ. FT.) IN THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD NO. 157 (SAYERS ROAD); SAID 1.379 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 23" Post Oak referenced in Volume 118, Page 150 of the Deed Records of Bastrop County, Texas, being in the apparent west right-of-way line of County Road 157 (no apparent defined right-of-way width), being the northernmost corner of a 160.346 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, being in the south line of a 507.061 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a fence post found for monument in the north line of the said 160.346 acre tract, being the south line of the said 507.061 acre tract, bears South 33°31'23" East, a distance of 1216.18 feet;

THENCE South 23°12'48" West over and across County Road 157 and with the west line of the said 160.346 acre tract, a distance of 2837.55 feet to a fence post found for monument in the apparent east right-of-way line of County Road 157, being the westernmost corner of the said 160.346 acre tract, being also in the north line of a 5566.770 acre tract of land described in Document No. 200619026 of the Official Public Records of Bastrop County, Texas, from which a 1/2" rebar with "Chaparral" cap found in the south line of the said 160.346 acre tract, being in the north line of the said 5566.770 acre tract, bears South 74°14'51" East, a distance of 586.22 feet;

THENCE North 74°14'51" West over and across County Road 157 and with the north line of the said 5566.770 acre tract, a distance of 30.24 feet to a 1/2" rebar with "Chaparral" cap found in the apparent west right-of-way line of County Road 157;

THENCE North 21°44'49" East with the apparent west right-of-way line of County Road 157 and the east line of the said 5566.770 acre tract, a distance of 318.80 feet to a 1/2" rebar with "Chaparral" cap found in the east line of a 758.026 acre tract of land described in Document No. 200708067 of the Official Public Records of Bastrop County, Texas, from which a fence post found for monument in the east line of the said 758.026 acre tract, being in the west line of the said 5566.770 acre tract, bears South 47°15'45" West, a distance of 565.34 feet;

THENCE with the apparent west right-of-way line of County Road 157 and the east line of the said 758.026 acre tract, the following four (4) courses and distances:

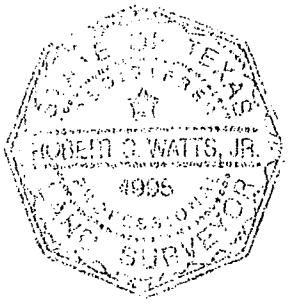
1. North 34°36'16" East, a distance of 72.35 feet to a 60d nail in fence post found;
2. North 30°59'34" East, a distance of 59.07 feet to a fence post found for monument;
3. North 25°38'27" East, a distance of 192.26 feet to a 1/2" rebar with "Chaparral" cap found;
4. North 22°32'52" East, a distance of 1870.35 feet to a fence post found for monument for the easternmost corner of the said 758.026 acre tract, being in the east line of the said 507.061 acre tract;

THENCE with the apparent west right-of-way line of County Road 157 and the east line of the said 507.061 acre tract, the following two (2) courses and distances:

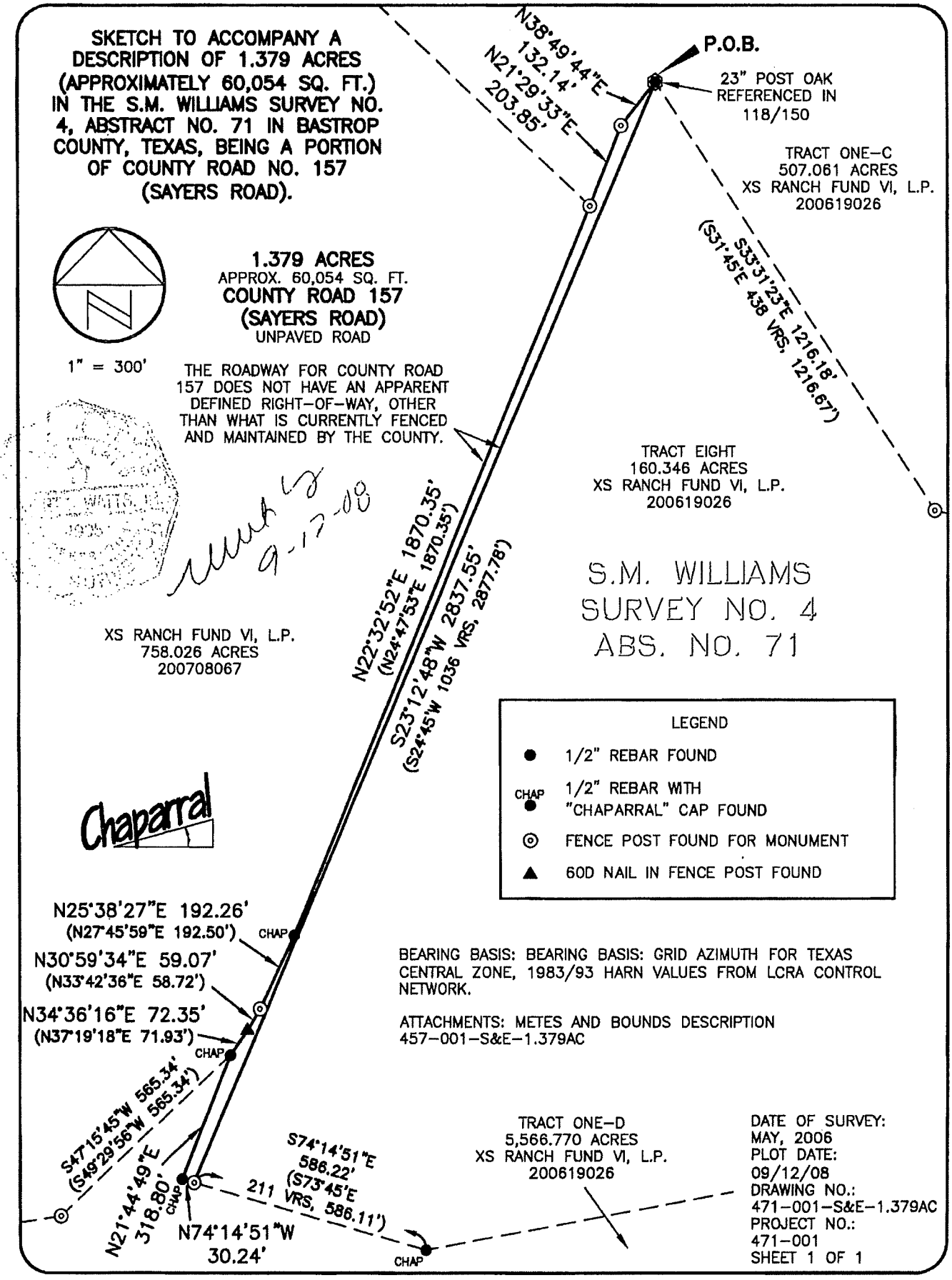
1. North 21°29'33" East, a distance of 203.85 feet to a fence post found for monument;
2. North 38°49'44" East, a distance of 132.14 feet to the **POINT OF BEGINNING**, containing 1.379 acres of land, more or less.

Surveyed on the ground in May, 2006. Bearing basis is grid azimuth for Texas central zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 457-001-S&E-1.379AC.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



9-17-09


SKETCH TO ACCOMPANY A DESCRIPTION OF 1.379 ACRES (APPROXIMATELY 60,054 SQ. FT.) IN THE S.M. WILLIAMS SURVEY NO. 4, ABSTRACT NO. 71 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD NO. 157 (SAYERS ROAD).
1.379 ACRES
APPROX. 60,054 SQ. FT.
COUNTY ROAD 157
(SAYERS ROAD)
UNPAVED ROAD
1" = 300'
THE ROADWAY FOR COUNTY ROAD 157 DOES NOT HAVE AN APPARENT DEFINED RIGHT-OF-WAY, OTHER THAN WHAT IS CURRENTLY FENCED AND MAINTAINED BY THE COUNTY.
N38°49'44"E 132.14'
N21°29'33"E 203.85'
P.O.B.
23" POST OAK REFERENCED IN 118/150
TRACT ONE-C
507.061 ACRES
XS RANCH FUND VI, L.P.
200619026
S33°31'23"E 1216.18'
(S31°45'E 438 VRS, 1216.67')
TRACT EIGHT
160.346 ACRES
XS RANCH FUND VI, L.P.
200619026
S.M. WILLIAMS SURVEY NO. 4 ABS. NO. 71
XS RANCH FUND VI, L.P.
758.026 ACRES
200708067
N22°32'52"E 1870.35'
(N24°47'53"E 1870.35')
S23°12'48"W 2837.55'
(S24°45'W 1036 VRS, 2877.78')
LEGEND
1/2" REBAR FOUND
CHAP 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
FENCE POST FOUND FOR MONUMENT
60D NAIL IN FENCE POST FOUND
Chaparral
N25°38'27"E 192.26'
(N27°45'59"E 192.50')
N30°59'34"E 59.07'
(N33°42'36"E 58.72')
N34°36'16"E 72.35'
(N37°19'18"E 71.93')
S47°15'45"W 565.34'
(S49°29'56"W 565.34')
N21°44'49"E 318.80'
N74°14'51"W 30.24'
S74°14'51"E 586.22'
(S73°45'E 211 VRS, 586.11')
BEARING BASIS: BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 457-001-S&E-1.379AC
TRACT ONE-D
5,566.770 ACRES
XS RANCH FUND VI, L.P.
200619026
DATE OF SURVEY: MAY, 2006
PLOT DATE: 09/12/08
DRAWING NO.: 471-001-S&E-1.379AC
PROJECT NO.: 471-001
SHEET 1 OF 1

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

0.034 ACRES
JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.034 ACRES (APPROXIMATELY 1,496 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 0.460 ACRE TRACT (TRACT 3) REFERRED TO AS THE UNUSED PORTION OF THE OLD ELGIN-UTLEY ROAD AND DESCRIBED IN VOLUME 746, PAGE 215 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.034 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northeast right-of-way line of F.M. 969 (80' right-of-way width), being the easternmost corner of the said 0.460 acre tract, being the southernmost corner of a 215.79 acre tract of land described in Volume 1890, Page 542 of the Deed Records of Bastrop County, Texas, being also in the northwest line of a 99.23 acre tract of land described in Volume 134, Page 466 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 42°21'38" West, a distance of 0.14 feet;

THENCE with the northeast right-of-way line of F.M. 969 and the southwest line of the said 0.460 acre tract, with a curve to the left, a delta angle of 02°55'05", an arc length of 147.94 feet, having a radius of 2904.79 feet and a chord which bears North 52°07'40" West, a distance of 147.93 feet to a 1/2" rebar found at the intersection of the northeast right-of-way line of F.M. 969 and the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane) (no apparent right-of-way width) referenced in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found at the intersection of the northeast right-of-way line of F.M. 969 and the southwest right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane), being the easternmost corner of a 47.334 acre tract of land described in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, bears with a curve to the left, a delta angle of 05°14'51", an arc length of 266.04 feet, having a radius of 2904.79 feet and a chord which bears North 56°12'39" West, a distance of 265.95 feet;

THENCE North 47°24'37" West with the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane) and the southwest line of the said 0.460 acre tract, a distance of 52.53 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson

Lane), being in the southwest line of the said 0.460 acre tract, bears North 47°24'37" West, a distance of 254.57 feet;

THENCE North 42°21'38" East over and across the said 0.460 acre tract, a distance of 12.70 feet to a 1/2" rebar with Chaparral cap set in the northeast line of the said 0.460 acre tract, being in the southwest line of the said 215.79 acre tract, from which a 1/2" rebar found for the westernmost corner of the said 0.460 acre tract, being in the southwest line of the said 215.79 acre tract, bears North 47°15'30" West, a distance of 2516.72 feet;

THENCE South 47°15'30" East with the northeast line of the said 0.460 acre tract and the southwest line of the said 215.79 acre tract, a distance of 200.00 feet to the **POINT OF BEGINNING**, containing 0.034 acres of land, more or less.

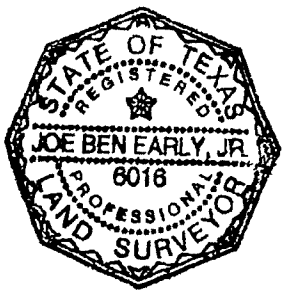
Surveyor's Note: Area of uncertain title

The said 0.460 acre tract does not appear to be in the grantee's chain of title. (See surveyor's note in Volume 746, Page 215). Surveyor's note in Volume 746, Page 215 also refers to the 0.460 acre tract as an "unused portion of the old Elgin-Utley Road". No other description or record of the 0.460 acre tract was found during the research for this survey.

Surveyed on the ground on April 16, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-OSBORN-0.034AC.

4/23/09

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



2. North 43°08'35" East, a distance of 3.18 feet to a 1/2" rebar with Chaparral cap set in the northeast line of the said 0.460 acre tract, being in the southwest line of the said 215.79 acre tract, from which a 1/2" rebar found in the northeast right-of-way line of said Doc Bryson Lane, being the westernmost corner of the said 0.460 acre tract, being also in the southwest line of the said 215.79 acre tract, bears North 47°15'30" West, a distance of 1963.89 feet;

THENCE South 47°15'30" East with the northeast line of the said 0.460 acre tract and the southwest line of the said 215.79 acre tract, a distance of 552.83 feet to a 1/2" rebar with Chaparral cap set for the northernmost corner of the said 0.034 acre tract, being the westernmost corner of an 8.944 acre tract of land described in Document No. 200907876 of the Official Public Records of Bastrop County, Texas;

THENCE South 42°21'38" West over and across the said 0.460 acre tract and with the northwest line of the said 0.034 acre tract, a distance of 12.70 feet to the **POINT OF BEGINNING**, containing 0.156 acres of land, more or less.

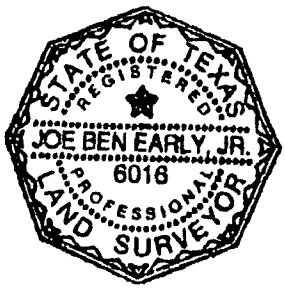
Surveyor's Note: Area of uncertain title

The said 0.460 acre tract does not appear to be in the grantee's chain of title. (See surveyor's note in Volume 746, Page 215). Surveyor's note in Volume 746, Page 215 also refers to the 0.460 acre tract as an "unused portion of the old Elgin-Utley Road". No other description or record of the 0.460 acre tract was found during the research for this survey.

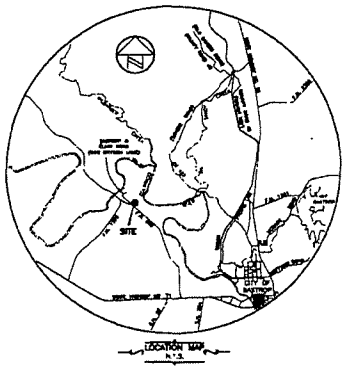
Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-OSBORN-0.156AC.

5/4/10

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



A SURVEY OF 0.034 ACRES (APPROXIMATELY 1,496 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 0.460 ACRE TRACT (TRACT 3) REFERRED TO AS THE UNUSED PORTION OF THE OLD ELGIN-UTLEY ROAD AND DESCRIBED IN VOLUME 746, PAGE 215 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.



JOSE MANUEL BANGS SURVEY
ABSTRACT NO. 5

"SURVEY NOTE:

AREA OF UNCERTAIN TITLE

THE 0.460 ACRE TRACT SHOWN HEREON (OF WHICH THIS SURVEY IS A PART) IS DESCRIBED AS "TRACT 3" IN VOLUME 746, PAGE 215 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS. THE 0.460 ACRE TRACT DOES NOT APPEAR TO BE IN THE GRANTOR'S CHAIN OF TITLE. (SEE SURVEYOR'S NOTE IN VOLUME 746, PAGE 215)

SURVEYOR'S NOTE IN VOLUME 746, PAGE 215 ALSO REFERS TO THE 0.460 ACRE TRACT AS AN "UNUSED PORTION OF "THE OLD ELGIN-UTLEY ROAD"

NO OTHER DESCRIPTION OR RECORD OF THE 0.460 ACRE TRACT WAS FOUND DURING THE RESEARCH FOR THIS SURVEY.

TITLE COMMITMENT NOTE:

This Survey was prepared without the benefit of a Commitment for Title, and may be subject to additional easements or restrictions not shown hereon. No additional easement research was done for the purpose of this survey.

FLOOD-PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside 500-year flood-plain), as identified by the Federal Emergency Management Agency, Federal Insurance Administration, on Flood Insurance Rate Map No. 48021C0195E, dated January 19, 2006, for Bastrop County, Texas and Incorporated Areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that this property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO: XS Ranch Fund, VI, LP

PROPERTY ADDRESS: F.M. 969 & BASTROP & ELGIN ROAD (OLD DIVISION LINE)

DATE OF SURVEY: 04/15/2009

BEARING BASIS: Grid azimuth for Texas Central Zone, Coordinates listed for survey control points are based on The Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.99988648.

ATTACHMENTS: Metes and Bounds Description

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief there are no apparent encroachments, overlapping of improvements, discrepancies, visible conflicts, visible utility lines or roads in place, except as shown hereon, and that this property abuts or adjoins a dedicated road right-of-way or access easement, unless noted hereon.

This survey was made substantially in accordance with the standards and conditions set forth for a Category 1A, Condition II, Land Title Survey, based on the Manual of Practice for Land Surveying in Texas, 2008 Revised Fifteenth Edition, prepared by the Texas Society of Professional Surveyors

4/23/09

Joe Bob Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 5018

SCALE: 1" = 20'
GRAPHIC SCALE
20 10 0 20

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CHAPARRAL CAP SET
- CONCRETE R.O.W. MONUMENT FOUND
- CALCULATED POINT
- UTILITY POLE
- GUY WIRE
- OVERHEAD UTILITIES
- SIGN
- MAILBOX
- BARB WIRE FENCE
- EDGE OF PAVEMENT

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	(RECORD CHORD)
C10	21°45'48"	2804.79'	538.40'	1103.34'	1096.72'	N37°38'28"W	
C11	21°45'48"	2824.79'	542.02'	1072.85'	1066.21'	N37°38'28"W	
C12	3°33'36"	2804.79'	90.28'	180.48'	180.44'	S48°57'20"E	
C13	2°30'00"	2804.79'	73.19'	147.84'	147.83'	N52°07'40"W	(N46°48'18"W 147.80')
C14	5°14'21"	2804.79'	133.11'	266.04'	265.85'	N56°12'38"W	
C15	10°02'15"	2804.79'	250.10'	500.88'	500.24'	N48°31'12"W	(N43°30'41"W 810.61')

PROJECT NO.: 457-001
DRAWING NO.: 457-001-OSBORN-0.034AC
PLOT DATE: 04/23/09
PLOT SCALE: 1" = 20'
DRAWN BY: JWC
SHEET 01 OF 01

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

STATE OF TEXAS
JOE BOB EARLY JR.
5018
REGISTERED PROFESSIONAL LAND SURVEYOR
Joe Bob Early, Jr.
R.P.L.S. No. 5018

V2317 - P788

Chaparral

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Austin, Texas 78744

12.286 ACRES
JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 12.286 ACRES IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 107 ACRE TRACT (SECOND TRACT) CONVEYED TO JOHN H. WIETING, JR. IN A GIFT DEED DATED JANUARY 25, 1990 AND RECORDED IN VOLUME 561, PAGE 808 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 12.286 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set for the southernmost corner of the said 107 acre tract, being the easternmost corner of a 215.79 acre tract of land described in Volume 1890, Page 542 of the Deed Records of Bastrop County, Texas, from which a calculated point in the northeast right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas, being the southernmost corner of the said 215.79 acre tract, bears South 42°21'38" West, a distance of 1645.00 feet, from which a 1/2" rebar found, bears from calculated point, South 42°21'38" West, a distance of 0.14 feet;

THENCE North 46°39'53" West with the southwest line of the said 107 acre tract and the northeast line of the said 215.79 acre tract, a distance of 430.04 feet to a 1/2" rebar with Chaparral cap set, from which a fence post found for an angle point in the southwest line of the said 107 acre tract, being an angle point in the northeast line of the said 215.79 acre tract, bears North 46°39'53" West, a distance of 1988.69 feet;

THENCE over and across the said 107 acre tract, the following three (3) courses and distances:

1. North 17°55'22" East, a distance of 66.36 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the right, a delta angle of 58°09'23", an arc length of 913.52 feet, having a radius of 900.00 feet and a chord which bears North 47°00'03" East, a distance of 874.80 feet to a 1/2" rebar with Chaparral cap set;

3. North 76°04'45" East, passing a 1/2" rebar with Chaparral cap set for reference on line at a distance of 250.00 feet, and continuing for a total distance of 381.04 feet to a calculated point at the top of the west cut bank of the Colorado River;

THENCE with the top of the west cut bank of the Colorado River, the following four (4) courses and distances:

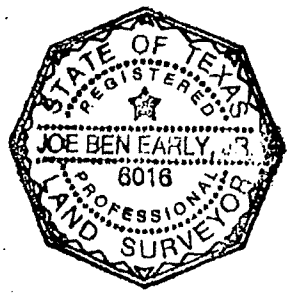
1. South 16°29'48" West, a distance of 142.82 feet to a calculated point;
2. South 14°02'33" West, a distance of 98.13 feet to a calculated point;
3. South 10°35'28" West, a distance of 138.24 feet to a calculated point;
4. South 16°12'36" West, a distance of 45.95 feet to a calculated point in the southeast line of the said 107 acre tract;

THENCE South 44°05'47" West, leaving the top of the west cut bank of the Colorado River and with the southeast line of the said 107 acre tract, passing a a 5/8" rebar found next to apparent large post hole and 5" old fence post, referenced as an "iron rod set" in a 20.001 acre "Tract IV" description in Volume 561, Page 808 of the Deed Records of Bastrop County, Texas, at a distance of 146.78 feet and continuing for a total distance of 883.34 feet to the **POINT OF BEGINNING**, containing 12.286 acres of land, more or less.

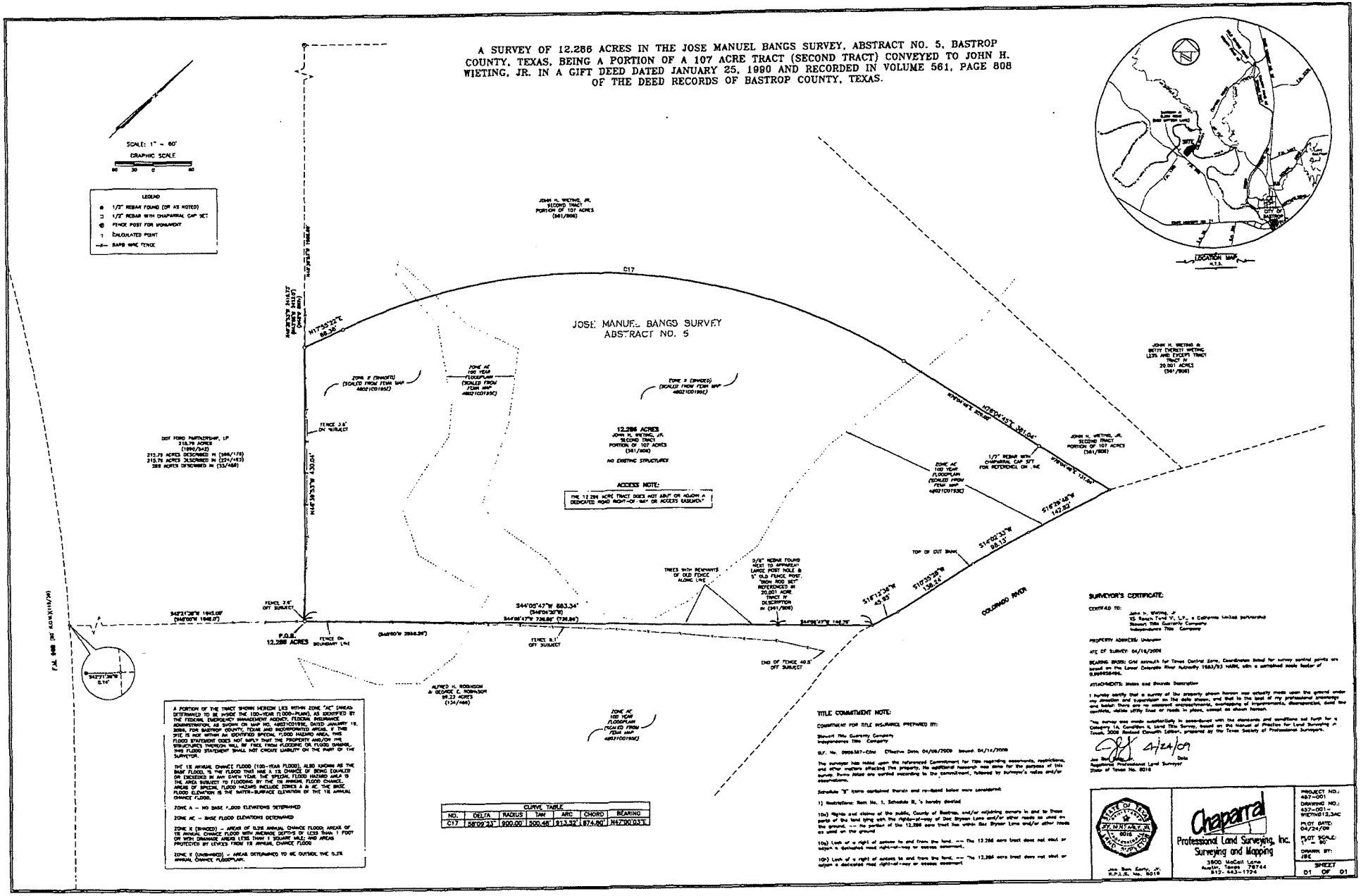
Surveyed on the ground on April 16, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-WIETING12.3AC.

4/24/09

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



A SURVEY OF 12.286 ACRES IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 107 ACRE TRACT (SECOND TRACT) CONVEYED TO JOHN H. WIETING, JR. IN A GIFT DEED DATED JANUARY 25, 1990 AND RECORDED IN VOLUME 561, PAGE 808 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.



CURVE TABLE					
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C17	58°09'23"	900.00'	500.48'	913.32'	874.80'	N47°00'03"E

A PORTION OF THE TRACT SHOWN HEREON LIES WITHIN ZONE "AE" (AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOOD-PLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48021C0195C, DATED JANUARY 19, 2006, FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR ANY STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL FLOOD CHANCE. AREAS OF SPECIAL FLOOD HAZARD INCLUDE ZONES A & AE. THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

ZONE A – NO BASE FLOOD ELEVATIONS DETERMINED

ZONE AE – BASE FLOOD ELEVATIONS DETERMINED

ZONE X (SHADED) – AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD

ZONE X (UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Stewart Title Guaranty Company
Independence Title Company

G.F. No. 0906387-CDM Effective Date: 04/06/2009 Issued: 04/14/2009

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

1) Restrictions: Item No. 1, Schedule B, is hereby deleted

10a) Rights and claims of the public, County of Bastrop, and/or adjoining owners in and to those parts of the land lying with the right-of-way of Doc Bryson Lane and/or other roads as used on the ground, --- no portion of the 12.286 acre tract has within Doc Bryson Lane and/or other roads as used on the ground

10e) Lack of a right of access to and from the land. --- The 12.286 acre tract does not abut or adjoin a dedicated road right-of-way or access easement.

10f) Lack of a right of access to and from the land. --- The 12.286 acre tract does not abut or adjoin a dedicated road right-of-way or access easement

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:
John H. Wieting, Jr.
YS Ranch Fund V, L.P., a California limited partnership
Stewart Title Guaranty Company
Independence Title Company

PROPERTY ADDRESS: Unknown

DATE OF SURVEY: 04/16/2009

BEARING BASIS: Grid azimuth for Texas Central zone, Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.99995846.

ATTACHMENTS: Notes and Bounds Description

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my supervision and typewritten on the date shown, and that to the best of my professional knowledge and belief: there are no apparent encroachments, overlapping of improvements, discrepancies, conflicts, visible utility lines or roads in place, except as shown hereon.

This survey was made substantially in accordance with the standards and specifications set forth for a Category 1A, Condition II, Land Title Survey, based on the Manual of Practice for Land Surveying of Texas, 2008 Revised Eleventh Edition, prepared by the Texas Society of Professional Surveyors.

4/24/09
Date

Joe Ben Eads, Jr.
Registered Professional Land Surveyor
State of Texas No. 5016

STATE OF TEXAS
JOE BEN EADS, JR.
5016
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Joe Ben Eads, Jr.
R.P.L.S. No. 5016

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.: 457-001
DRAWING NO.: 457-001-WIETING12.3AC
PLOT DATE: 04/24/09
PLOT SCALE: 1" = 60'
DRAWN BY: JBE
SHEET 01 OF 01

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

8.944 ACRES
JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 8.944 ACRES IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 215.79 ACRE TRACT CONVEYED TO DOT FORD PARTNERSHIP, LP IN A WARRANTY DEED DATED JANUARY 13, 2009 AND RECORDED IN VOLUME 1890, PAGE 542 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 8.944 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northeast right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas, being the southernmost corner of the said 215.79 acre tract, being the easternmost corner of a 0.460 acre tract described in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being also in the northwest line of a 99.23 acre tract of land described in Volume 134, Page 466 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found, bears South 42°21'38" West, a distance of 0.14 feet and from which a 1/2" rebar found at the intersection of the northeast right-of-way line of F.M. 969 and the northeast right-of-way of way line of Bastrop & Elgin Road (Doc Bryson Lane) (no apparent right-of-way width) referenced in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas, being also in the southwest line of the said 0.460 acre tract, bears with a curve to the left, a delta angle of 02°55'05", an arc length of 147.94 feet, having a radius of 2904.79 feet and a chord which bears North 52°07'40" West, a distance of 147.93 feet;

THENCE North 47°15'30" West with the southwest line of the said 215.79 acre tract and the northeast line of the said 0.460 acre tract, a distance of 200.00 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the southwest line of the said 215.79 acre tract, being the westernmost corner of the said 0.460 acre tract, bears North 47°15'30" West, a distance of 2516.72 feet;

THENCE over and across the said 215.79 acre tract, the following three (3) courses and distances:

1. North 42°21'38" East, a distance of 950.00 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, a delta angle of 24°26'16", an arc length of 383.87 feet, having a radius of 900.00 feet and a chord which bears North 30°08'30" East, a

distance of 380.96 feet to a 1/2" rebar with Chaparral cap set;

3. North 17°55'22" East, a distance of 360.99 feet to a 1/2" rebar with Chaparral cap set in the northeast line of the said 215.79 acre tract, being in the southwest line of a 107 acre tract of land described in Volume 561, Page 808 of the Deed Records of Bastrop County, Texas, from which a fence post found for an angle point in the northeast line of the said 215.79 acre tract, being an angle point in the southwest line of the said 107 acre tract, bears North 46°39'53" West, a distance of 1988.69 feet;

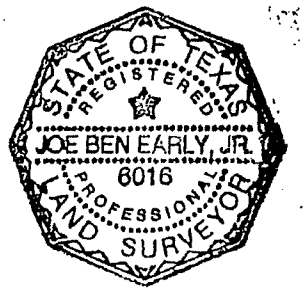
THENCE South 46°39'53" East with the northeast line of the said 215.79 acre tract and the southwest line of the said 107 acre tract, a distance of 430.04 feet to a 1/2" rebar with Chaparral cap set for the easternmost corner of the said 215.79 acre tract, being the southernmost corner of the said 107 acre tract, from which a 5/8" rebar found next to apparent large post hole and 5" old fence post, referenced as an "iron rod set" in a 20.001 acre "Tract IV" description in Volume 561, Page 808 of the Deed Records of Bastrop County, Texas, being in the southeast line of the said 107 acre tract, bears North 44°05'47" East, a distance of 736.56 feet;

THENCE South 42°21'38" West with the southeast line of the said 215.79 acre tract, a distance of 1645.00 feet to the **POINT OF BEGINNING**, containing 8.944 acres of land, more or less.

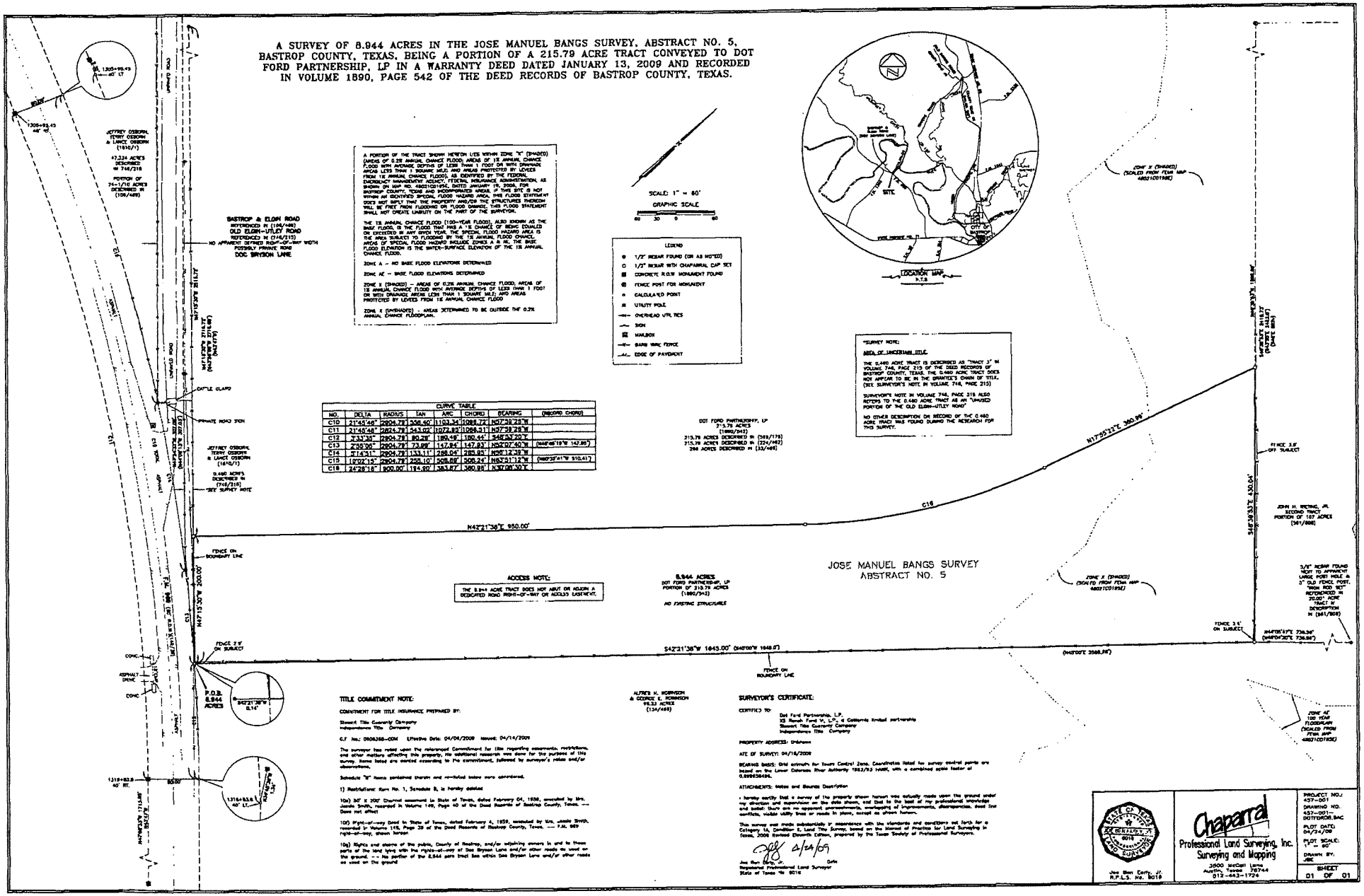
Surveyed on the ground on April 16, 2009. Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. Attachments: Survey Drawing 457-001-DOTFORD8.9AC.

4/24/09

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



A SURVEY OF 8.944 ACRES IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 215.79 ACRE TRACT CONVEYED TO DOT FORD PARTNERSHIP, LP IN A WARRANTY DEED DATED JANUARY 13, 2009 AND RECORDED IN VOLUME 1890, PAGE 542 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.



TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Stewart Title Guaranty Company
Independence Title Company

G.F. No.: 0908368-ADM Effective Date: 04/04/2009 Issued: 04/14/2009

The surveyor has relied upon the referenced Commitment for title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purposes of this survey. Items listed are omitted according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and not listed below were considered.

1) Restrictions: Item No. 1, Schedule B, is hereby deleted

10a) 30' X 200' Channel easement in favor of Texas, dated February 04, 1958, executed by Mrs. Jessie Smith, recorded in Volume 149, Page 40 of the Deed Records of Bastrop County, Texas. — Does not affect

10f) Right-of-way Deed to State of Texas, dated February 4, 1958, executed by Mrs. Jessie Smith, recorded in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas. — F.M. 969 right-of-way, shown hereon

10q) Rights and claims of the public, County of Bastrop, and/or adjoining owners in and to those parts of the land lying with the right-of-way of Doc Bryson Lane and/or other roads as used on the ground. — No portion of the 8.944 acre tract lies within Doc Bryson Lane and/or other roads as used on the ground

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

Dot Ford Partnership, L.P.
KB Ronak Ford V, L.P., a California limited partnership
Stewart Title Guaranty Company
Independence Title Company

PROPERTY ADDRESS: Unknown

ATE OF SURVEY: 04/16/2009

BEARING BASIS: Grid azimuth for Texas Central Zone. Coordinates listed for survey control points are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.99985648.

ATTACHMENTS: Notes and Source Description

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief: there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon.

This survey was made substantially in accordance with the standards and conditions set forth for a Category 1A, Condition II, Land Title Survey, based on the Manual of Practice for Land Surveying in Texas, 2006 Revised Eleventh Edition, prepared by the Texas Society of Professional Surveyors.

4/24/09
Joe Bert Conly, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 5018

STATE OF TEXAS — JOE BERT CONLY JR. — 5018 — REGISTERED — PROFESSIONAL LAND SURVEYOR

Joe Bert Conly, Jr.
R.P.L.S. No. 5018

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.: 437-001
DRAWING NO.: 437-001-DOTFORDS.DAC
PLOT DATE: 04/24/09
PLOT SCALE: 1" = 60'
DRAWN BY: JBC
SHEET 01 OF 01

V2317 - P794

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

0.112 ACRES
JOSE MANUEL BANGS SURVEY, ABS. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.112 ACRES (APPROXIMATELY 4,878 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 47.334 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.112 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set in the north right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas, being in the south line of the said 47.334 acre tract, from which a 1/2" rebar found at the intersection of the north right-of-way line of F.M. 969 and the southwest right-of-way line of Doc Bryson Lane (no apparent defined right-of-way width) called Bastrop & Elgin Road in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas and called Old Elgin-Utley Road in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being also the easternmost corner of the said 47.334 acre tract, bears with a curve to the right, having a radius of 2904.79 feet, a delta angle of 4°22'36", an arc length of 221.89 feet, and a chord which bears South 61°01'22" East, a distance of 221.83 feet;

THENCE with the north right-of-way line of F.M. 969 and the south line of the said 47.334 acre tract, with a curve to the left, having a radius of 2904.79 feet, a delta angle of 1°11'03", an arc length of 60.03 feet, and a chord which bears North 63°48'11" West, a distance of 60.03 feet to a 1/2" rebar with Chaparral cap set, from which a TxDOT type I monument found in the south right-of-way line of F.M. 969 at highway station 1305+95.45, 40' right, bears with a curve to the left, having a radius of 2904.79 feet, a delta angle of 4°28'37", an arc length of 226.97 feet, and a chord which bears North 66°38'01" West, a distance of 226.91 feet, then South 21°07'40" West, a distance of 80.00 feet;

THENCE over and across the said 47.334 acre tract, the following three (3) courses and distances:

1. North 24°19'20" East, a distance of 13.45 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 70.00 feet, a delta angle of 71°10'45", an arc length of 86.96 feet, and a chord which bears North 11°16'02" West, a distance of 81.48 feet to a 1/2" rebar with Chaparral cap set;

3. North 43°08'35" East, a distance of 11.30 feet to a 1/2" rebar with Chaparral cap set in the southwest right-of-way of Doc Bryson Lane, being the northeast line of the said 47.334 acre tract, from which a fence post found for an angle point in the southwest right-of-way of Doc Bryson Lane, being in the northeast line of the said 47.334 acre tract, bears North 46°54'50" West, a distance of 2025.33 feet;

THENCE South 46°54'50" East with the southwest right-of-way of Doc Bryson Lane and the northeast line of the said 47.334 acre tract, a distance of 101.36 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found at the intersection of the north right-of-way line of F.M. 969 and the southwest right-of-way line of Doc Bryson Lane, being also the easternmost corner of the said 47.334 acre tract, bears South 46°54'50" East, a distance of 241.75 feet;

THENCE over and across the said 47.334 acre tract, the following two (2) courses and distances:

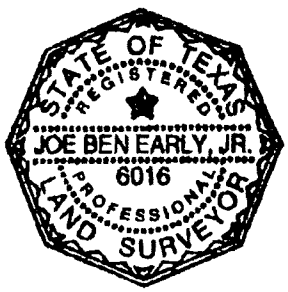
1. With a curve to the right, having a radius of 130.00 feet, a delta angle of 19°56'44", an arc length of 45.26 feet, and a chord which bears South 14°20'58" West, a distance of 45.03 feet to a 1/2" rebar with Chaparral cap set;

2. South 24°19'20" West, a distance of 15.41 feet to the **POINT OF BEGINNING**, containing 0.112 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-DOC BRYSON NEW DRIVE.

5/4/10

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

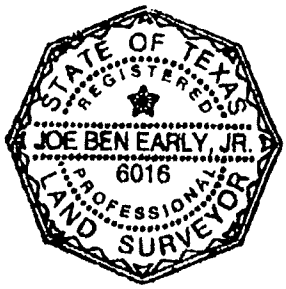


SKETCH TO ACCOMPANY A DESCRIPTION OF 0.112 ACRES (APPROXIMATELY 4,878 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 47.334 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	1°11'03"	2904.79'	30.02'	60.03'	60.03'	N63°48'11"W
C2	71°10'45"	70.00'	50.10'	86.96'	81.48'	N11°16'02"W
C3	19°56'44"	130.00'	22.86'	45.26'	45.03'	S14°20'58"W
C4	4°22'36"	2904.79'	111.00'	221.89'	221.83'	S61°01'22"E
C5	4°28'37"	2904.79'	113.54'	226.97'	226.91'	N66°38'01"W
C15	10°02'15"	2904.79'	255.10'	508.89'	508.24'	N63°51'12"W

(C15 RECORD CHORD N60°32'41"W 510.41')

LINE TABLE		
No.	BEARING	LENGTH
L1	N24°19'20"E	13.45'
L2	N43°08'35"E	11.30'
L3	S46°54'50"E	101.36'
L4	S24°19'20"W	15.41'
L5	S46°54'50"E	241.75'



LEGEND

- ● 1/2" REBAR FOUND
- ○ 1/2" REBAR WITH CHAPARRAL CAP SET
- ■ TxDOT TYPE I MONUMENT FOUND
- ○ CALCULATED POINT
- ◎ FENCE POST FOUND

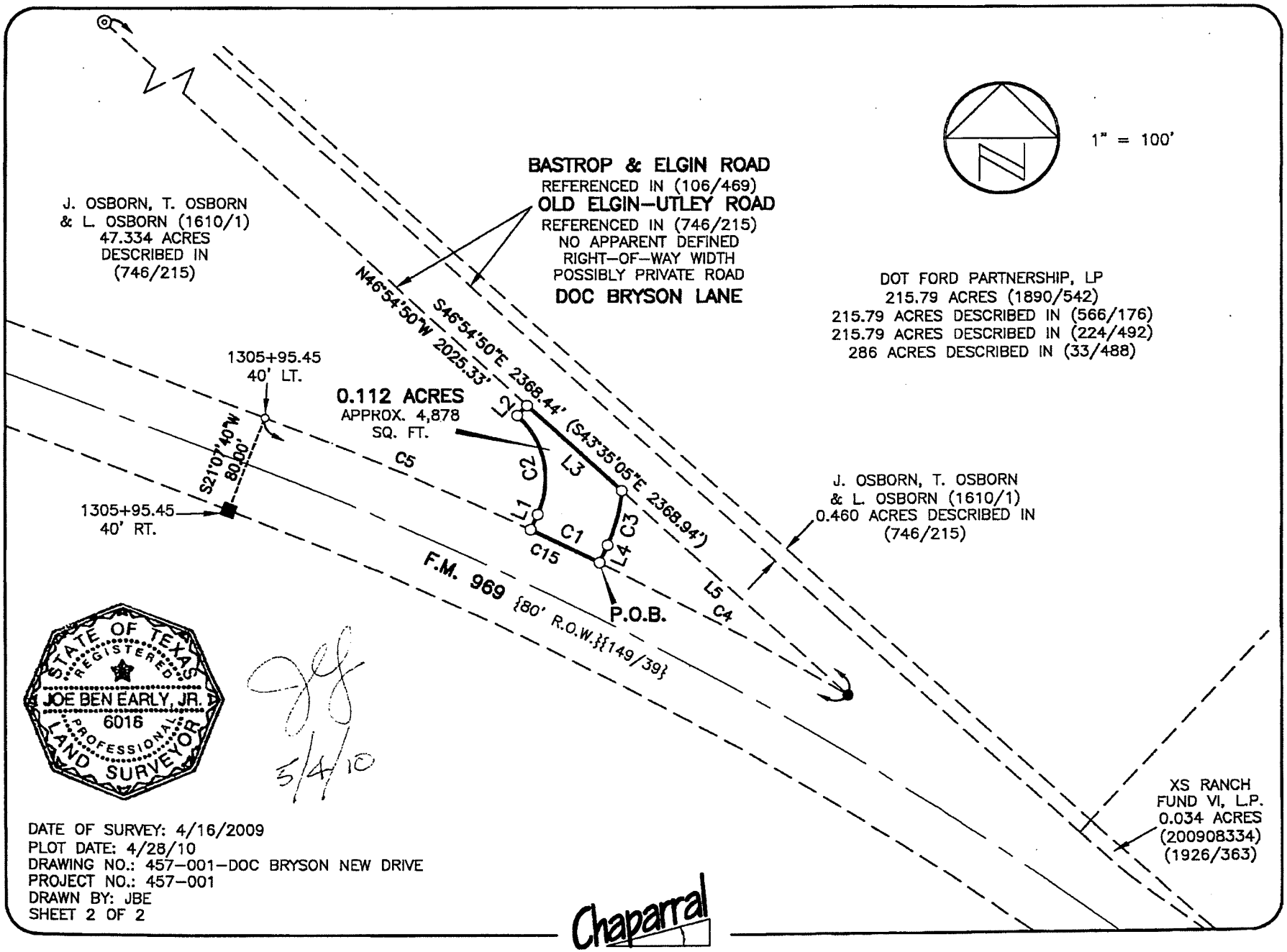
5/4/10

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE. COORDINATES LISTED FOR SURVEY CONTROL POINTS ARE BASED ON THE LOWER COLORADO RIVER AUTHORITY 1983/93 HARN, WITH A COMBINED SCALE FACTOR OF 0.999958496.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 457-001-DOC BRYSON NEW DRIVE

DATE OF SURVEY: 4/16/2009
PLOT DATE: 4/28/10
DRAWING NO.: 457-001-DOC BRYSON NEW DRIVE
PROJECT NO.: 457-001
DRAWN BY: JBE
SHEET 1 OF 2

Chaparral


1" = 100'
BASTROP & ELGIN ROAD
REFERENCED IN (106/469)
OLD ELGIN–UTLEY ROAD
REFERENCED IN (746/215)
NO APPARENT DEFINED
RIGHT–OF–WAY WIDTH
POSSIBLY PRIVATE ROAD
DOC BRYSON LANE
J. OSBORN, T. OSBORN
& L. OSBORN (1610/1)
47.334 ACRES
DESCRIBED IN
(746/215)
DOT FORD PARTNERSHIP, LP
215.79 ACRES (1890/542)
215.79 ACRES DESCRIBED IN (566/176)
215.79 ACRES DESCRIBED IN (224/492)
286 ACRES DESCRIBED IN (33/488)
N46°54'50"W 2025.33'
S46°54'50"E 2368.44' (S43°35'05"E 2368.94')
1305+95.45
40' LT.
0.112 ACRES
APPROX. 4,878
SQ. FT.
S21°01'40"W
80.00'
1305+95.45
40' RT.
C5
C2
L3
L1
C1
C3
C15
L4
L5
C4
P.O.B.
F.M. 969 {80' R.O.W.}{149/39}
J. OSBORN, T. OSBORN
& L. OSBORN (1610/1)
0.460 ACRES DESCRIBED IN
(746/215)
XS RANCH
FUND VI, L.P.
0.034 ACRES
(200908334)
(1926/363)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
5/4/10
DATE OF SURVEY: 4/16/2009
PLOT DATE: 4/28/10
DRAWING NO.: 457–001–DOC BRYSON NEW DRIVE
PROJECT NO.: 457–001
DRAWN BY: JBE
SHEET 2 OF 2
Chaparral

V2317 - P798

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

0.156 ACRES
JOSE MANUEL BANGS SURVEY, ABS. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.156 ACRES (APPROXIMATELY 6,785 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 0.460 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.156 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set in the northeast right-of-way line of Doc Bryson Lane (no apparent defined right-of-way width) called Bastrop & Elgin Road in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas and called Old Elgin-Utley Road in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being in the southwest line of the said 0.460 acre tract, being also the westernmost corner of a 0.034 acre tract described in Document No. 200908334 of the Official Public Records of Bastrop County, Texas;

THENCE with the northeast right-of-way line of Doc Bryson Lane and the southwest line of the said 0.460 acre tract, the following two (2) courses and distances:

1. North 47°24'37" West, a distance of 254.57 feet to a 1/2" rebar found;

2. North 46°55'11" West, a distance of 252.52 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the northeast right-of-way line of said Doc Bryson Lane, being the westernmost corner of the said 0.460 acre tract, being also in the southwest line of a 215.79 acre tract of land described in Volume 1890, Page 542 of the Deed Records of Bastrop County, Texas, bears North 46°55'11" West, a distance of 2009.76 feet;

THENCE over and across the said 0.460 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 130.00 feet, a delta angle of 20°41'04", an arc length of 46.93 feet, and a chord which bears North 36°30'53" West, a distance of 46.68 feet to a 1/2" rebar with Chaparral cap set;

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.156 ACRES (APPROXIMATELY 6,785 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 0.460 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	20°41'04"	130.00'	23.72'	46.93'	46.68'	N36°30'53"W

LINE TABLE		
No.	BEARING	LENGTH
L1	N43°08'35"E	3.18'
L2	S42°21'38"W	12.70'

LEGEND

● 1/2" REBAR FOUND

O 1/2" REBAR WITH CHAPARRAL CAP SET

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE. COORDINATES LISTED FOR SURVEY CONTROL POINTS ARE BASED ON THE LOWER COLORADO RIVER AUTHORITY 1983/93 HARN, WITH A COMBINED SCALE FACTOR OF 0.999958496.

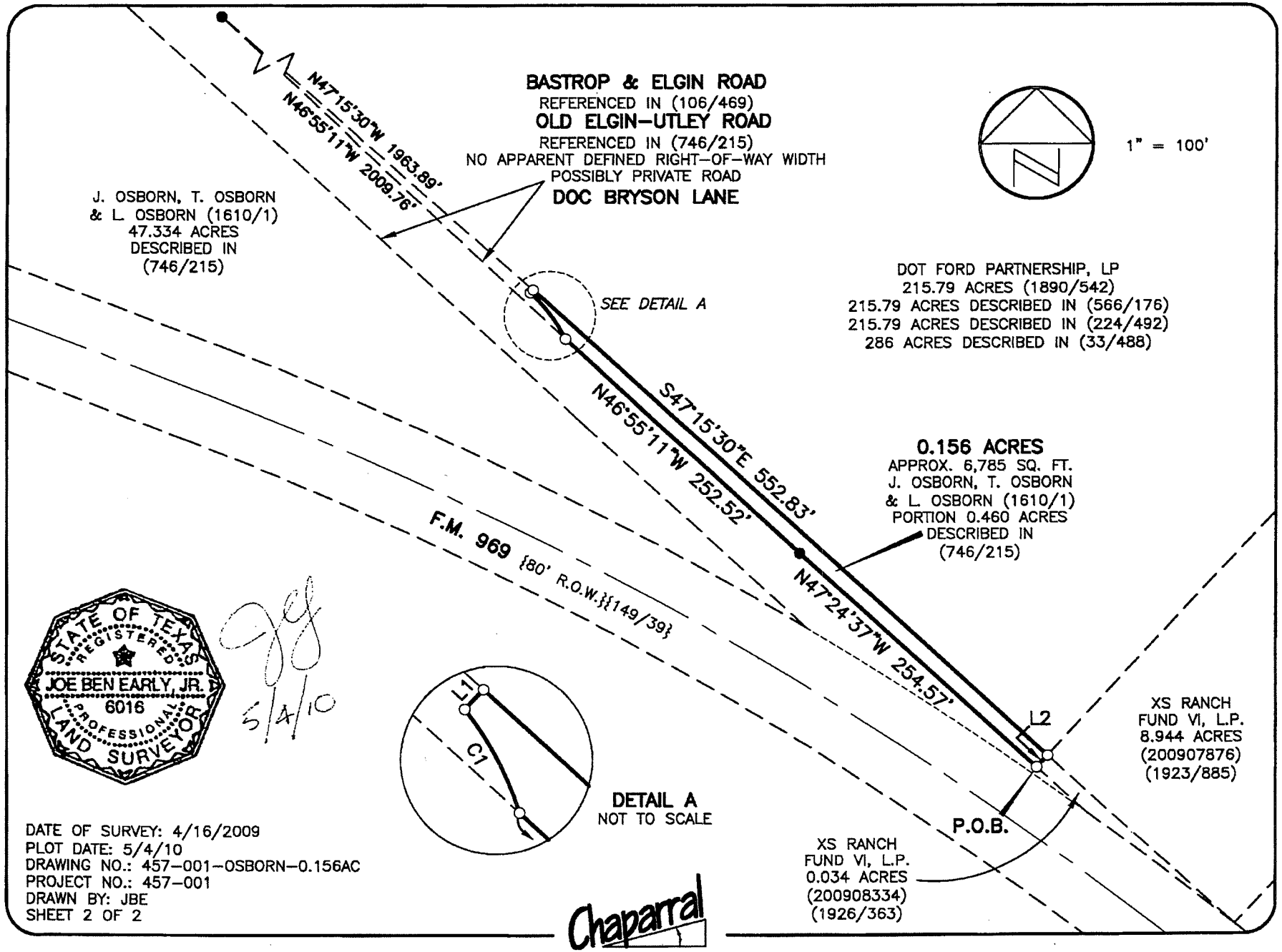
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 457-001-OSBORN-0.156AC

5/4/10

STATE OF TEXAS REGISTERED JOE BEN EARLY, JR. 6016 PROFESSIONAL LAND SURVEYOR

DATE OF SURVEY: 4/16/2009
PLOT DATE: 5/4/10
DRAWING NO.: 457-001-OSBORN-0.156AC
PROJECT NO.: 457-001
DRAWN BY: JBE
SHEET 1 OF 2

Chaparral


BASTROP & ELGIN ROAD
REFERENCED IN (106/469)
OLD ELGIN–UTLEY ROAD
REFERENCED IN (746/215)
NO APPARENT DEFINED RIGHT–OF–WAY WIDTH
POSSIBLY PRIVATE ROAD
DOC BRYSON LANE
N47°15'30"W 1963.89'
N46°55'11"W 2009.76'
1" = 100'
J. OSBORN, T. OSBORN & L. OSBORN (1610/1)
47.334 ACRES
DESCRIBED IN
(746/215)
SEE DETAIL A
DOT FORD PARTNERSHIP, LP
215.79 ACRES (1890/542)
215.79 ACRES DESCRIBED IN (566/176)
215.79 ACRES DESCRIBED IN (224/492)
286 ACRES DESCRIBED IN (33/488)
S47°15'30"E 552.83'
N46°55'11"W 252.52'
N47°24'37"W 254.57'
0.156 ACRES
APPROX. 6,785 SQ. FT.
J. OSBORN, T. OSBORN & L. OSBORN (1610/1)
PORTION 0.460 ACRES
DESCRIBED IN
(746/215)
F.M. 969 {80' R.O.W.}{149/39}
L1
C1
L2
P.O.B.
XS RANCH
FUND VI, L.P.
8.944 ACRES
(200907876)
(1923/885)
XS RANCH
FUND VI, L.P.
0.034 ACRES
(200908334)
(1926/363)
DETAIL A
NOT TO SCALE
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
5/4/10
DATE OF SURVEY: 4/16/2009
PLOT DATE: 5/4/10
DRAWING NO.: 457–001–OSBORN–0.156AC
PROJECT NO.: 457–001
DRAWN BY: JBE
SHEET 2 OF 2
Chaparral

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

0.140 ACRES
JOSE MANUEL BANGS SURVEY, ABS. 5
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 0.140 ACRES (APPROXIMATELY 6,104 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 47.334 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.140 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found at the intersection of the north right-of-way line of F.M. 969 (80' right-of-way width) as described in Volume 149, Page 39 of the Deed Records of Bastrop County, Texas and the southwest right-of-way line of Doc Bryson Lane (no apparent defined right-of-way width) called Bastrop & Elgin Road in Volume 106, Page 469 of the Deed Records of Bastrop County, Texas and called Old Elgin-Utley Road in Volume 746, Page 215 of the Deed Records of Bastrop County, Texas, being also the easternmost corner of the said 47.334 acre tract,

THENCE with the north right-of-way line of F.M. 969 and the south line of the said 47.334 acre tract, with a curve to the left, having a radius of 2904.79 feet, a delta angle of 4°22'36", an arc length of 221.89 feet, and a chord which bears North 61°01'22" West, a distance of 221.83 feet to a 1/2" rebar with Chaparral cap set, from which a TxDOT type I monument found in the south right-of-way line of F.M. 969 at highway station 1305+95.45, 40' right, bears with a curve to the left, having a radius of 2904.79 feet, a delta angle of 5°39'40", an arc length of 287.00 feet, and a chord which bears North 66°02'30" West, a distance of 286.89 feet, then South 21°07'40" West, a distance of 80.00 feet;

THENCE over and across the said 47.334 acre tract, the following two (2) courses and distances:

1. North 24°19'20" East, a distance of 15.41 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 130.00 feet, a delta angle of 19°56'44", an arc length of 45.26 feet, and a chord which bears North 14°20'58" East, a distance of 45.03 feet to a 1/2" rebar with Chaparral cap set in the southwest right-of-way of Doc Bryson Lane, being the northeast line of the said 47.334 acre

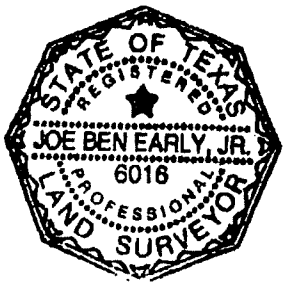
tract, from which a fence post found for an angle point in the southwest right-of-way of Doc Bryson Lane, being in the northeast line of the said 47.334 acre tract, bears North 46°54'50" West, a distance of 2126.69 feet;

THENCE South 46°54'50" East with the southwest right-of-way of Doc Bryson Lane and the northeast line of the said 47.334 acre tract, a distance of 241.75 feet to the **POINT OF BEGINNING**, containing 0.140 acres of land, more or less.

Surveyed on the ground on April 16, 2009. Bearing basis is grid azimuth for Texas central zone. Coordinates contained in this description are based on the Lower Colorado River Authority 1983/93 HARN, with a combined scale factor of 0.999958496. All distances contained in this description are surface distances. Attachments: Survey Drawing 457-001-OSBORN EASTERN TRIANGLE.

5/4/10

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

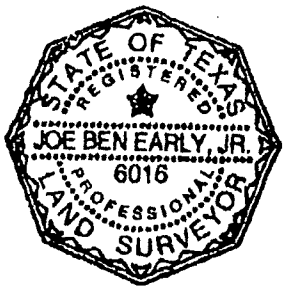


SKETCH TO ACCOMPANY A DESCRIPTION OF 0.140 ACRES (APPROXIMATELY 6,104 SQ. FT.) IN THE JOSE MANUEL BANGS SURVEY, ABS. 5, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 47.334 ACRE TRACT DESCRIBED IN VOLUME 746, PAGE 215 AND CONVEYED TO JEFFREY OSBORN, TERRY OSBORN AND LANCE OSBORN IN A SPECIAL WARRANTY GIFT DEED DATED FEBRUARY 1, 2006 AND RECORDED IN VOLUME 1610, PAGE 1, BOTH OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	4°22'36"	2904.79'	111.00'	221.89'	221.83'	N61°01'22"W
C2	19°56'44"	130.00'	22.86'	45.26'	45.03'	N14°20'58"E
C3	5°39'40"	2904.79'	143.62'	287.00'	286.89'	N66°02'30"W
C15	10°02'15"	2904.79'	255.10'	508.89'	508.24'	N63°51'12"W

(C15 RECORD CHORD N60°32'41"W 510.41')

LINE TABLE		
No.	BEARING	LENGTH
L1	N24°19'20"E	15.41'
L2	S46°54'50"E	241.75'



LEGEND

- ● 1/2" REBAR FOUND
- ○ 1/2" REBAR WITH CHAPARRAL CAP SET
- ■ TxDOT TYPE I MONUMENT FOUND
- o CALCULATED POINT
- ⊙ FENCE POST FOUND

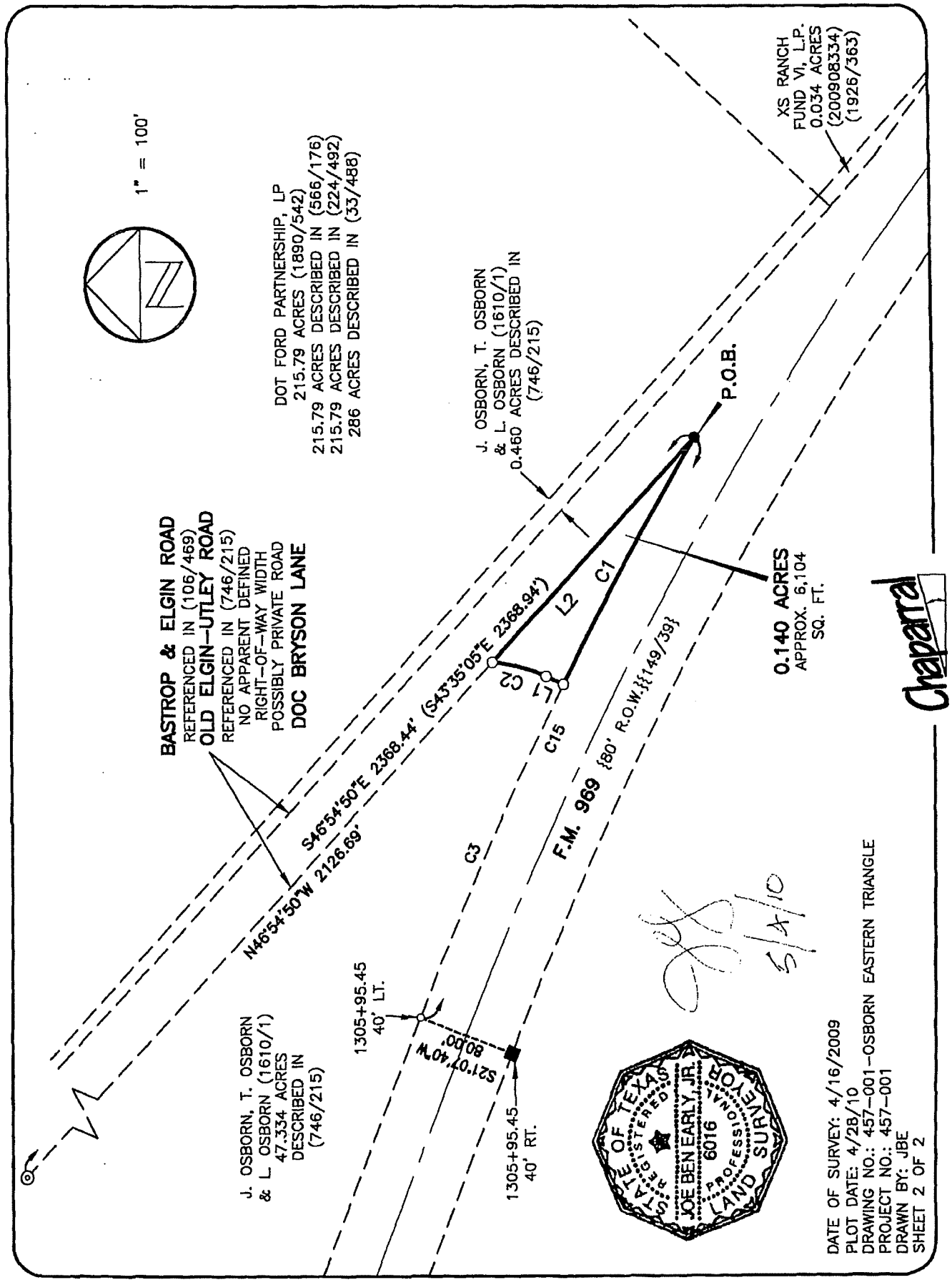
5/4/10

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE. COORDINATES LISTED FOR SURVEY CONTROL POINTS ARE BASED ON THE LOWER COLORADO RIVER AUTHORITY 1983/93 HARN, WITH A COMBINED SCALE FACTOR OF 0.999958496.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 457-001-OSBORN EASTERN TRIANGLE

DATE OF SURVEY: 4/16/2009
PLOT DATE: 4/28/10
DRAWING NO.: 457-001-OSBORN EASTERN TRIANGLE
PROJECT NO.: 457-001
DRAWN BY: JBE
SHEET 1 OF 2

Chaparral


1" = 100'
N
BASTROP & ELGIN ROAD
REFERENCED IN (106/469)
OLD ELGIN–UTLEY ROAD
REFERENCED IN (746/215)
NO APPARENT DEFINED
RIGHT–OF–WAY WIDTH
POSSIBLY PRIVATE ROAD
DOC BRYSON LANE
DOT FORD PARTNERSHIP, LP
215.79 ACRES (1890/542)
215.79 ACRES DESCRIBED IN (566/176)
215.79 ACRES DESCRIBED IN (224/492)
286 ACRES DESCRIBED IN (33/488)
J. OSBORN, T. OSBORN
& L. OSBORN (1610/1)
0.460 ACRES DESCRIBED IN
(746/215)
XS RANCH
FUND VI, L.P.
0.034 ACRES
(200908334)
(1926/363)
P.O.B.
0.140 ACRES
APPROX. 6,104
SQ. FT.
S46°54'50"E 2368.44' (S45°35'05"E 2368.94')
N46°54'50"W 2126.69'
L2
C1
C2
C3
C15
F.M. 969 (80' R.O.W.)(149/38)
J. OSBORN, T. OSBORN
& L. OSBORN (1610/1)
47.334 ACRES
DESCRIBED IN
(746/215)
1305+95.45
40' LT.
S21°07'40"W
80.00'
1305+95.45
40' RT.
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
5/4/10
Chaparral
DATE OF SURVEY: 4/16/2009
PLOT DATE: 4/28/10
DRAWING NO.: 457–001–OSBORN EASTERN TRIANGLE
PROJECT NO.: 457–001
DRAWN BY: JBE
SHEET 2 OF 2

Chaparral

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Surveying and Mapping

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3500 McCall Lane
Austin, Texas 78744

8.953 ACRES
S.F. AUSTIN SURVEY, ABSTRACT 3
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 8.953 ACRES (APPROXIMATELY 389,978 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 154.20 ACRE TRACT CONVEYED TO RALPH MOCK AND WIFE, MARGARET A. MOCK IN A DEED DATED MAY 24, 1969 AND RECORDED IN VOLUME 191, PAGE 165 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 8.953 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the northwest line of the said 154.20 acre tract, being the easternmost corner of a 1.98 acre tract and the southernmost corner of a 1.00 acre tract, both described in Volume 1816, Page 40 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the southeast right-of-way line of County Road 36 – Phelan Road (no defined right-of-way width found), being the northernmost corner of the said 1.98 acre tract, being also the westernmost corner of the said 1.00 acre tract, bears North 52°53'01" West, a distance of 204.43 feet;

THENCE North 42°30'04" East with the northwest line of the said 154.20 acre tract and the southeast line of the said 1.00 acre tract, a distance of 138.09 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" rebar found in the northwest line of the said 154.20 acre tract, being the easternmost corner of the said 1.00 acre tract, being also the southernmost corner of a 1.000 acre tract described in Volume 578, Page 406 of the Deed Records of Bastrop County, Texas, bears North 42°30'04" East, a distance of 54.26 feet;

THENCE crossing the said 154.20 acre tract, the following five (5) courses and distances:

1. South 61°11'07" East, a distance of 161.24 feet to a 1/2" rebar with "Chaparral" cap set;

2. With a curve to the right, having a radius of 300.00 feet, a delta angle of 21°56'13", an arc length of 114.86 feet, and a chord which bears South 50°13'01" East, a distance of 114.16 feet to a 1/2" rebar with "Chaparral" cap set;

3. With a curve to the left, having a radius of 450.00 feet, a delta angle of 48°06'01", an arc length of 377.78 feet, and a chord which bears South 63°17'55" East, a distance of 366.78 feet to a 1/2" rebar with "Chaparral" cap set;

4. With a curve to the left, having a radius of 1140.00 feet, a delta angle of 28°59'50", an arc length of 576.95 feet, and a chord which bears North 78°09'09" East, a distance of 570.82 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" iron pipe found at the southwest intersection of County Road 45 – B.J. Mayes Road and County Road 36 – Phelan Road, being also the northeast corner of the said 154.20 acre tract, bears North 19°19'49" East, a distance of 2340.63 feet;

5. North 63°39'14" East, a distance of 924.84 feet to a 1/2" rebar with "Chaparral" cap set in the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced (no defined right-of-way width found), being the east line of the said 154.20 acre tract, from which a 4" wood fence post found in the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced, being in the east line of the said 154.20 acre tract, bears North 00°08'51" East, a distance of 29.45 feet;

THENCE South 00°08'51" West with the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced and the east line of the said 154.20 acre tract, a distance of 134.08 feet to a 1/2" rebar with "Chaparral" cap set, from which a 4" wood fence post found in the apparent west right-of-way line of County Road 45 – B.J. Mayes Road as fenced, being in the east line of the said 154.20 acre tract, bears South 00°08'51" West, a distance of 52.93 feet;

THENCE crossing the said 154.20 acre tract, the following three (3) courses and distances:

1. South 63°39'14" West, a distance of 865.03 feet to a 1/2" rebar with "Chaparral" cap set;

2. With a curve to the right, having a radius of 1260.00 feet, a delta angle of 29°07'06", an arc length of 640.34 feet, and a chord which bears South 78°12'47" West, a distance of 633.48 feet to a 1/2" rebar with "Chaparral" cap set;

3. With a curve to the right, having a radius of 1000.00 feet, a delta angle of 48°57'20", an arc length of 854.43 feet, and a chord which bears North 79°59'35" West, a distance of 828.68 feet to a 1/2" rebar with "Chaparral" cap set in the northwest line of the said 154.20 acre tract, being in the southeast line of the said 1.98 acre tract, from which a 1/2" rebar found in the northwest line of the said 154.20 acre tract, being in the southeast line of the said 1.98 acre tract, being also the northernmost corner of a 10.00 acre tract described in Volume 1534,

Page 858 of the Deed Records of Bastrop County, Texas, bears South 42°36'28" West, a distance of 78.52 feet;

THENCE North 42°36'28" East with the northwest line of the said 154.20 acre tract and the southeast line of the said 1.98 acre tract, a distance of 257.48 feet to the **POINT OF BEGINNING**, containing 8.953 acres of land, more or less.

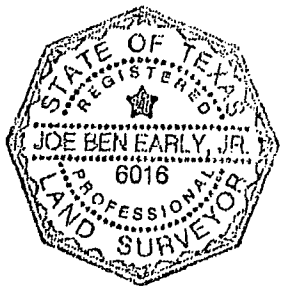
Surveyed on the ground on May 8, 2012.

Bearing Basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from The National Geodetic Survey (NGS) on-line positioning user service (OPUS).

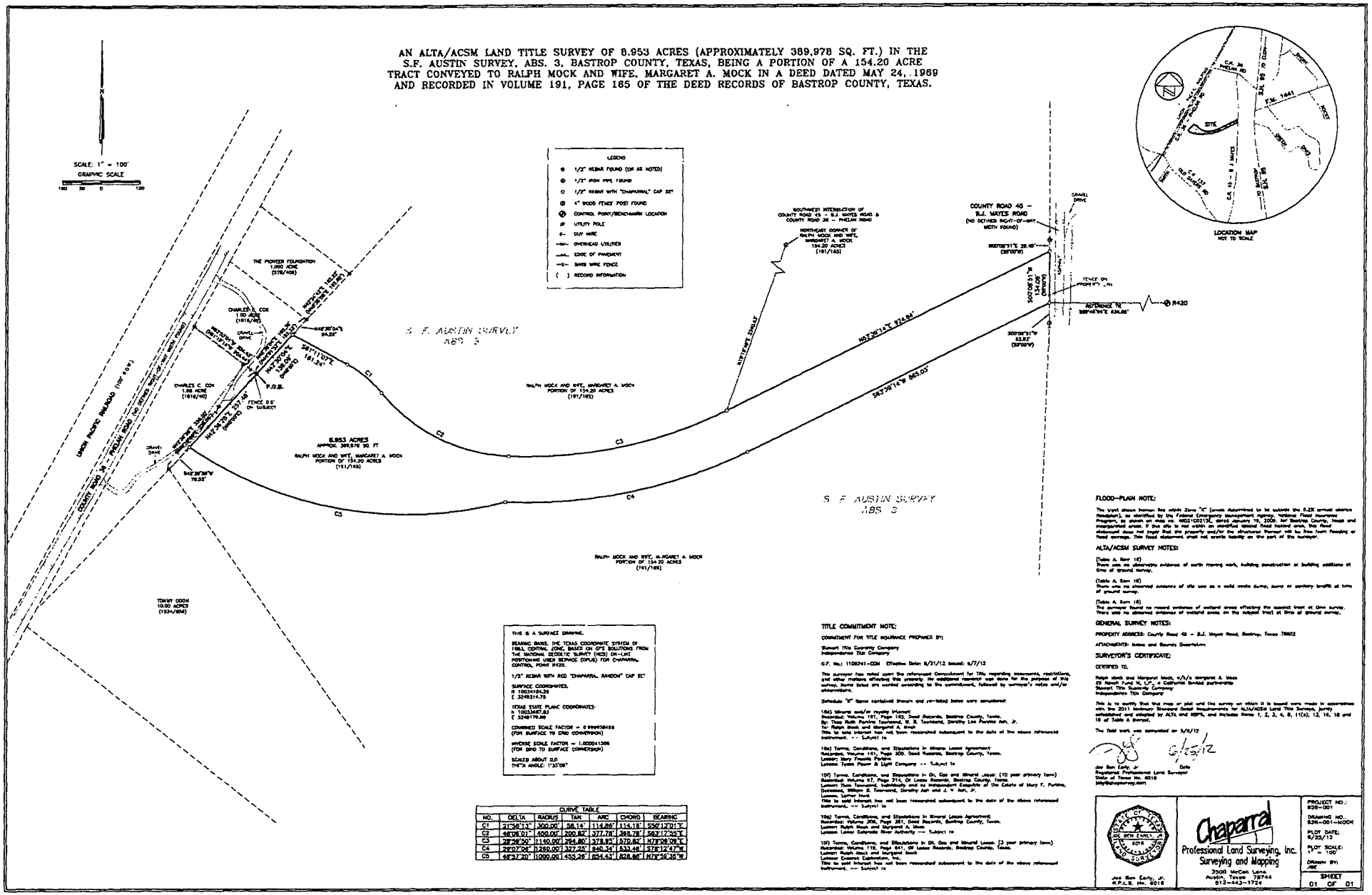
Attachments: Survey Drawing 828-001-MOCK.

5/9/12

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



AN ALTA/ACSM LAND TITLE SURVEY OF 8.953 ACRES (APPROXIMATELY 389,978 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, BEING A PORTION OF A 154.20 ACRE TRACT CONVEYED TO RALPH MOCK AND WIFE, MARGARET A. MOCK IN A DEED DATED MAY 24, 1989 AND RECORDED IN VOLUME 191, PAGE 165 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.



THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT R420.

1/2" REBAR WITH RED "CHAPARRAL RANDOM" CAP SET

SURFACE COORDINATES:
N 10024194.28
E 3248314.79

TEXAS STATE PLANE COORDINATES:
N 10023687.81
E 3248179.88

COMBINED SCALE FACTOR = 0.99990548
(FOR SURFACE TO GRID CONVERSION)

ANCHOR SCALE FACTOR = 1.00004129
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°33'08"

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Stewart Title Guaranty Company
Independence Title Company

G.F. No.: 1108241-CDH Effective Date: 8/31/12 Issued: 9/7/12

The surveyor has noted upon the referenced Commitment for Title exceptions, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and not listed below were considered:

10a) Mineral and/or royalty interest:
Recorded: Volume 181, Page 103, Deed Records, Bastrop County, Texas.
By: Mrs. Thos Ruth Perkins Townsend, W. B. Townsend, Dorothy Lee Penfold Ash, Jr.
To: Ralph Mock and Margaret A. Mock
Title to said interest has not been researched subsequent to the date of the above referenced instrument. -- Subject to

10e) Terms, Conditions, and Stipulations in Mineral Lease Agreement:
Recorded: Volume 141, Page 300, Deed Records, Bastrop County, Texas.
Lessor: Mary Frances Perkins
Lessee: Texas Power & Light Company -- Subject to

10f) Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: (10 year primary term)
Recorded: Volume 97, Page 214, Of Lease Records, Bastrop County, Texas.
Lessor: Dan Townsend, individually and as independent Executor of the Estate of Mary F. Perkins, deceased, William B. Townsend, Dorothy Ash and J.V. Ash, Jr.
Lessee: Lamar Mock
Title to said interest has not been researched subsequent to the date of the above referenced instrument. -- Subject to

10g) Terms, Conditions, and Stipulations in Mineral Lease Agreement:
Recorded: Volume 208, Page 381, Deed Records, Bastrop County, Texas.
Lessor: Ralph Mock and Margaret A. Mock
Lessee: Lower Colorado River Authority -- Subject to

10i) Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: (3 year primary term)
Recorded: Volume 119, Page 841, Of Lease Records, Bastrop County, Texas.
Lessor: Ralph Mock and Margaret Mock
Lessee: Cresrock Exploration, Inc.
Title to said interest has not been researched subsequent to the date of the above referenced instrument. -- Subject to

FLOOD-PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48021C0215C, dated January 19, 2006, for Bastrop County, Texas and incorporated areas. If the site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/ACSM SURVEY NOTES:

(Table A, Item 16)
There was no observable evidence of earth moving work, building construction or building additions at time of ground survey.

(Table A, Item 18)
There was no observed evidence of site use as a solid waste dump, sump or sanitary landfill at time of ground survey.

(Table A, Item 19)
The surveyor found no record evidence of wetland areas affecting the subject tract at time survey. There was no observed evidence of wetland areas on the subject tract at time of ground survey.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: County Road 46 - B.J. Mayes Road, Bastrop, Texas 78602

ATTACHMENTS: Notice and Bounds Description.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

Ralph Mock and Margaret Mock, n/k/a/ Margaret A. Mock
23 Ranch Fund VI, L.P., a California limited partnership
Stewart Title Guaranty Company
Independence Title Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 11(a), 13, 14, 16 and 18 of Table A thereof.

The field work was completed on 8/8/12

6/25/12
Joe Bon Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6018
joe@chaparralsurvey.com

STATE OF TEXAS
JOE BON EARLY, JR.
6018
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Joe Bon Early, Jr.
R.P.L.S. No. 6018

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.: 826-001
DRAWING NO.: 826-001-MOCK
PLOT DATE: 8/25/12
PLOT SCALE: 1" = 100'
DRAWN BY: JBE
SHEET 01 OF 01

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

6.117 ACRES
S.F. AUSTIN SURVEY, ABSTRACT 3
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 6.117 ACRES (APPROXIMATELY 266,451 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, BEING ALL OF A 4 ACRE TRACT CONVEYED TO THOMAS WHITE IN A DEED DATED OCTOBER 30, 1917 AND RECORDED IN VOLUME 71, PAGE 69 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 6.117 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the west right-of-way line of State Highway 95 (100' right-of-way width) as described in Volume 95, Page 416 of the Deed Records of Bastrop County, Texas, being an angle point in the east line of the said 4 acre White tract, being also the northernmost corner of a 0.81 acre tract described in Volume 288, Page 441 of the Deed Records of Bastrop County, Texas, from which a TxDOT type I monument found in the west right-of-way line of State Highway 95 at TxDOT highway station 777+96.3, 50' right, bears with a curve to the left, having a radius of 5779.58 feet, a delta angle of 11°35'44", an arc length of 1169.68 feet, and a chord which bears South 02°35'10" East, a distance of 1167.69 feet;

THENCE South 36°40'27" West with the southeast line of the said 4 acre White tract and the northwest line of the said 0.81 acre tract as fenced, passing a 1/2" rebar found at a distance of 3.12 feet, passing a 1/2" rebar with "Chaparral" cap set for reference at a distance of 354.99 feet and continuing for a total distance of 364.99 feet to a calculated point underneath a large fallen tree trunk for the southernmost corner of the said 4 acre White tract, being the southwest corner of the said 0.81 acre tract, being also in the north line of a 4 acre tract conveyed to Perry Taylor in Volume 118, Page 96 of the Deed Records of Bastrop County, Texas;

THENCE North 77°07'30" West with the south line of the said 4 acre White tract and the north line of the said 4 acre Taylor tract as fenced, passing a 1/2" rebar with "Chaparral" cap set for reference at a distance of 10.00 feet and continuing for a total distance of 366.37 feet to a 1/2" rebar with "Chaparral" cap set in the apparent east right-of-way line of County Road 45 – B.J. Mayes Road as fenced (no defined right-of-way width found), being the southwest corner of the said 4 acre White tract, being also the apparent northwest corner of the said 4 acre Taylor tract;

THENCE North 01°12'36" East with the apparent east right-of-way line of County Road 45 – B.J. Mayes Road and the west line of the said 4 acre White tract as fenced, a distance of 131.38 feet to a 1/2" rebar with "Chaparral" cap set for the southernmost

corner of the Zion Chapel Missionary Baptist Church tract described in Volume 55, Page 282 of the Deed Records of Bastrop County, Texas;

THENCE North 42°22'56" East with the northwest line of the said 4 acre White tract and the southeast line of the said Zion Chapel Missionary Baptist Church tract, a distance of 381.24 feet to a 1/2" rebar found for the easternmost corner of the said Zion Chapel Missionary Baptist Church tract, being an angle point in the southeast line of a 3.92 acre tract described in Volume 852, Page 101 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the north line of the said Zion Chapel Missionary Baptist Church tract, being a southwest corner of the said 3.92 acre tract, bears North 89°21'22" West, a distance of 57.02 feet;

THENCE North 42°22'56" East with the northwest line of the said 4 acre White tract and the southeast line of the said 3.92 acre tract, a distance of 488.97 feet to a 1/2" rebar with "Chaparral" cap set for the northernmost corner of the said 4 acre White tract, being the westernmost corner of a 169 4/10 acre tract described in Volume 64, Page 460 of the Deed Records of Bastrop County, Texas, same being the westernmost corner of a 38 yard by 27 yard by 20 yard triangle tract described in Volume 104, Page 273 of the Deed Records of Bastrop County, Texas, from which a 1/2" rebar found in the southeast line of the said 3.92 acre tract, being in the northwest line of the said 169 4/10 acre tract, same being the northwest line of the said 38 yard by 27 yard by 20 yard triangle tract, bears North 42°22'56" East, a distance of 48.40 feet;

THENCE South 26°56'32" East with the northeast line of the said 4 acre White tract and the southwest line of the said 169 4/10 acre tract, same being the southwest line of the said 38 yard by 27 yard by 20 yard triangle tract, a distance of 56.83 feet to a 1/2" rebar with "Chaparral" cap set in the west right-of-way line of State Highway 95, being the southernmost corner of the said 38 yard by 27 yard by 20 yard triangle tract, from which a TxDOT type I monument found in the west right-of-way line of State Highway 95, bears North 04°39'58" East, a distance of 544.12 feet;

THENCE with the west right-of-way line of State Highway 95 and crossing the said 4 acre White tract, the following two (2) courses and distances:

1. South 04°39'58" West, a distance of 367.24 feet to a 1/2" rebar with "Chaparral" cap set at TxDOT highway station 764+91.3, 50' right;

2. With a curve to the left, having a radius of 5779.58 feet, a delta angle of 01°27'16", an arc length of 146.71 feet, and a chord which bears South 03°56'20" West, a distance of 146.70 feet to the **POINT OF BEGINNING**, containing 6.117 acres of land, more or less.

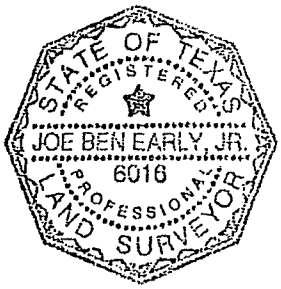
Surveyed on the ground on April 13, 2012.

Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

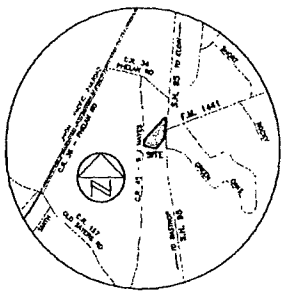
Attachments: Survey Drawing 828-001-BASE.

4/16/12

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



AN ALTA/ACSM LAND TITLE SURVEY OF 6.117 ACRES (APPROXIMATELY 266,451 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, BEING ALL OF A 4 ACRE TRACT CONVEYED TO THOMAS WHITE IN A DEED DATED OCTOBER 30, 1917 AND RECORDED IN VOLUME 71, PAGE 69 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.



LINE TABLE			
No.	BEARING	LENGTH	(RECORD)
L1	S26°56'32"E	56.83'	(S24°30'E)
L2	N04°38'58"E	84.92'	(NORTH 7600')

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	1°27'18"	5779.58'	73.36'	146.71'	146.70'	S03°56'20"W
C2	11°35'44"	5779.58'	586.85'	1169.84'	1167.69'	S09°35'10"E

SCALE: 1" = 50'
GRAPHIC SCALE
50 25 0 50

LEGEND
- 1/2" IRON FOUND (OR AS NOTED)
- 1/2" IRON WITH "CHAPARRAL" CAP SET
- TxDOT TYPE I MONUMENT FOUND
- CALCULATED POINT
- CONTROL POINT/BENCHMARK LOCATION
- UTILITY POLE
- GUY WIRE
- OVERHEAD UTILITIES
- TRAFFIC SIGNAL POLE
- SIGNAL BOX
- TELEPHONE UTILITY
- UNDERGROUND TELEPHONE MARKER
- TELEPHONE MANHOLE
- SIGN
- MAILBOX
- EDGE OF PAVEMENT
- BARB WIRE FENCE
- ( ) RECORD INFORMATION

THIS IS A SURFACE DRAWING

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "R420"

1/2" IRONAR WITH RED "CHAPARRAL PARADOX" CAP SET

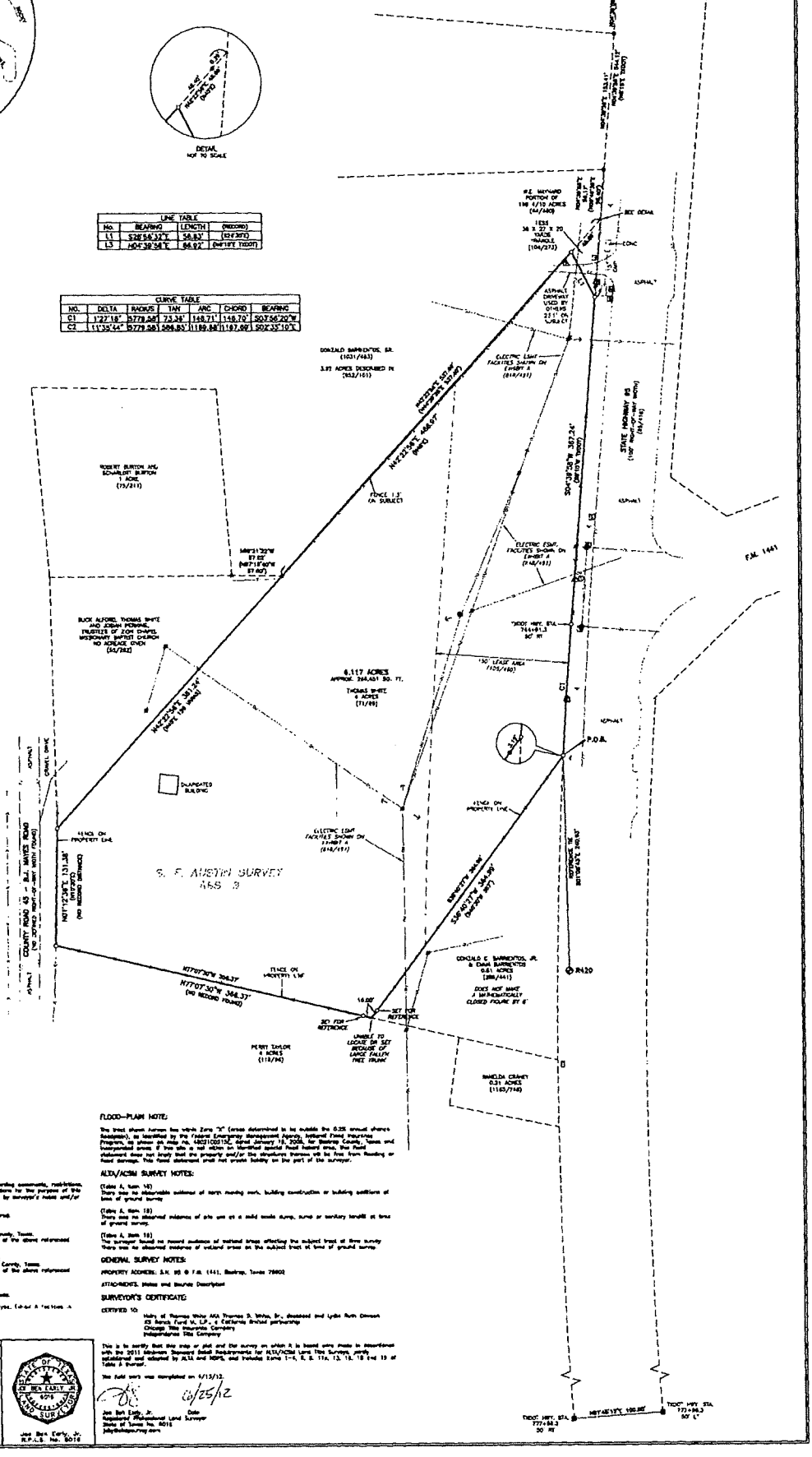
SURFACE COORDINATES:
N 10054184.28
E 3240311.75

TEXAS STATE PLANE COORDINATES:
N 10053897.83
E 3241179.89

COMBINED SCALE FACTOR = 0.99995486
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00004308
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT C.O
THETA (ANGLE) 1°33'58"



TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Chicago Title Insurance Company
Subagent: Title Company

G.F. No: 1112238-CDN Effective Date: 6/14/12 Issued: 6/22/12

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting title property. No additional research was done for the purpose of this survey. Items listed are recited according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" Items considered Insured and not listed below were considered.

10) Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease, Recorded Volume 11, page 48, Oil Lease Records, Bastrop County, Texas. Title to said interest does not bear unperfected assignments to the date of the above referenced instrument. -- Subject to

10c) Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease, Assignment Volume 304, page 480, Oil Lease Records, Bastrop County, Texas. Title to said interest does not bear unperfected assignment to the date of the above referenced instrument. -- Subject to, as all known, maybe existing

10j) Easement, Recorded Volume 648, page 481, Official Records, Bastrop County, Texas. To: Bluebonnet Electric Cooperative, Inc. Purpose: electric distribution line and system -- Subject to, blanket type, (shall A Portion A portion as shown

FLOOD--PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as classified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48021C0015C, dated January 19, 2006, for Bastrop County, Texas and Incorporated areas. If you are in an area in designated special flood hazard area, the flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. The statement has been made solely on the part of the surveyor.

ALTA/ACSM SURVEY NOTES:

(Table A, Item 16)
There was no observable evidence of earth moving work, building construction or building additions at time of ground survey.

(Table A, Item 18)
There was no observed evidence of site use as a solid waste dump, sump or sanitary landfill at time of ground survey.

(Table A, Item 19)
The surveyor located no recent evidence of wetland areas affecting the subject tract at time survey. There was no observed evidence of wetland areas on the subject tract at time of ground survey.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 3.H. 95 @ F.M. 1441, Bastrop, Texas 78602

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:
Mary of Thomas White AKA Thomas B. White, Sr., deceased and Lydia Ruth Dimmitt
FB Ranch Fund VI, LP., a California limited partnership
Chicago Title Insurance Company
Independence Title Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 6, 8, 11a, 13, 16, 18 and 19 of Table A thereof.

The field work was completed on 6/13/12.

6/25/12
Jose Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 5018
jbe@chaparralsurvey.com

PROJECT NO.: 828-001
DRAWING NO.: 828-001-BASE
PLOT DATE: 6/25/12
PLOT SCALE: 1" = 50'
DRAWN BY: JBE
SHEET 01 OF 01

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

STATE OF TEXAS
JOSE BEN EARLY JR.
5018
REGISTERED
LAND SURVEYOR

Jose Ben Early, Jr.
R.P.L.S. No. 5018

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

2.984 ACRES
S.F. AUSTIN SURVEY, ABSTRACT 3
BASTROP COUNTY, TEXAS

A DESCRIPTION OF 2.984 ACRES (APPROXIMATELY 130,003 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, CONSISTING OF:

TRACT 1: BEING ALL OF A 1.00 ACRE TRACT CONVEYED TO CHARLES C. COX IN A GENERAL WARRANTY DEED DATED FEBRUARY 29, 2008 AND RECORDED IN VOLUME 1816, PAGE 40 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 2: BEING ALL OF A 1.98 ACRE TRACT CONVEYED TO CHARLES C. COX IN A GENERAL WARRANTY DEED DATED FEBRUARY 29, 2008 AND RECORDED IN VOLUME 1816, PAGE 40 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

SAID 2.984 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the southeast right-of-way line of County Road 36 – Phelan Road (no defined right-of-way width found), being the northernmost corner of the said 1.00 acre tract, being also the westernmost corner of a 1.000 acre tract described in Volume 578, Page 406 of the Deed Records of Bastrop County, Texas;

THENCE South 52°51'50" East with the northeast line of the said 1.00 acre tract and the southwest line of the said 1.000 acre tract, a distance of 250.61 feet to a 1/2" rebar found for the easternmost corner of the said 1.00 acre tract, being the southernmost corner of the said 1.000 acre tract, being also in the northwest line of a 154.20 acre tract described in Volume 191, Page 165 of the Deed Records of Bastrop County, Texas;

THENCE South 42°30'04" West with the southeast line of the said 1.00 acre tract and the northwest line of the said 154.20 acre tract, a distance of 192.35 feet to a 1/2" rebar found for the southernmost corner of the said 1.00 acre tract, being the easternmost corner of the said 1.98 acre tract;

THENCE South 42°36'28" West with the southeast line of the said 1.98 acre tract and the northwest line of the said 154.20 acre tract, a distance of 336.00 feet to a 1/2" rebar found for the northernmost corner of a 10.00 acre tract described in Volume 1534, Page 858 of the Deed Records of Bastrop County, Texas;

THENCE with the southeast line of the said 1.98 acre tract and the northwest line of the said 10.00 acre tract, the following three (3) courses and distances:

1. South 43°00'28" West, a distance of 145.46 feet to a 1/2" rebar found;

2. South 42°03'33" West, a distance of 150.19 feet to a 1/2" rebar found;

3. South 44°06'50" West, a distance of 203.73 feet to a 1/2" iron pipe found in the southeast right-of-way line of County Road 36 – Phelan Road, being the southernmost corner of the said 1.98 acre tract, from which a 1/2" rebar found in the southeast right-of-way line of County Road 36 – Phelan Road, being the westernmost corner of the said 10.00 acre tract, bears South 28°29'00" West, a distance of 49.98 feet;

THENCE North 28°55'39" East with the southeast right-of-way line of County Road 36 – Phelan Road and the northwest line of the said 1.98 acre tract, a distance of 839.56 feet to a 1/2" rebar found for the northernmost corner of the said 1.98 acre tract, being the westernmost corner of the said 1.00 acre tract;

THENCE North 28°45'47" East with the southeast right-of-way line of County Road 36 – Phelan Road and the northwest line of the said 1.00 acre tract, a distance of 193.64 feet to the **POINT OF BEGINNING**, containing 2.984 acres of land, more or less.

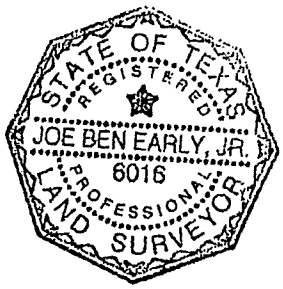
Surveyed on the ground on April 25, 2012.

Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Survey Drawing 828-001-COX.

4/26/12

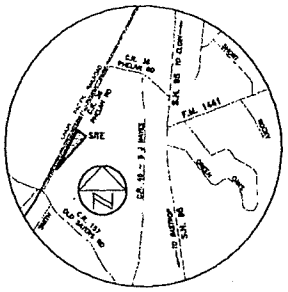
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

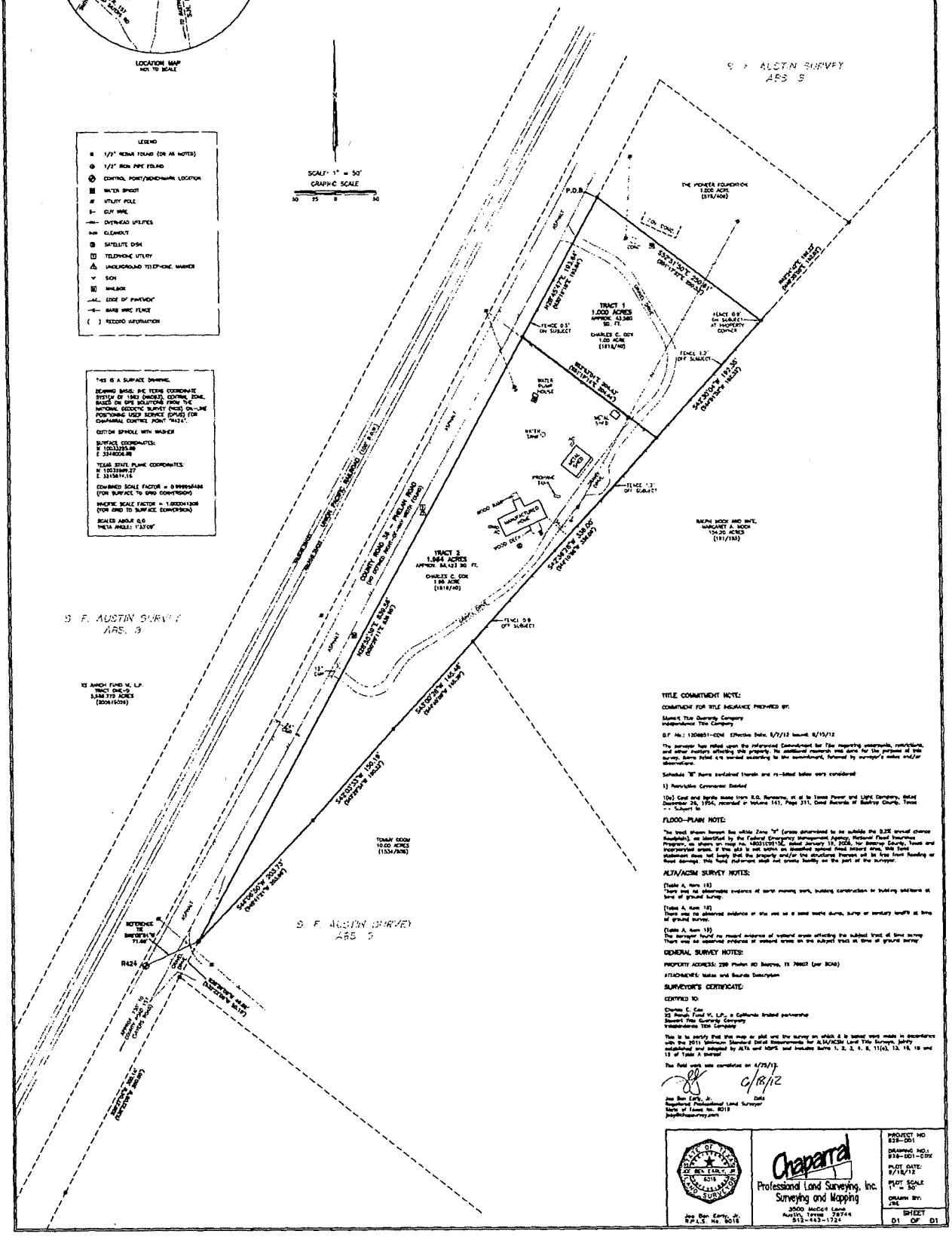


A ALTA/ACSM LAND TITLE SURVEY OF 2.984 ACRES (APPROXIMATELY 130,003 SQ. FT.) IN THE S.F. AUSTIN SURVEY, ABS. 3, BASTROP COUNTY, TEXAS, CONSISTING OF:

TRACT 1: BEING ALL OF A 1.00 ACRE TRACT CONVEYED TO CHARLES C. COX IN A GENERAL WARRANTY DEED DATED FEBRUARY 29, 2008 AND RECORDED IN VOLUME 1816, PAGE 40 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

TRACT 2: BEING ALL OF A 1.98 ACRE TRACT CONVEYED TO CHARLES C. COX IN A GENERAL WARRANTY DEED DATED FEBRUARY 29, 2008 AND RECORDED IN VOLUME 1816, PAGE 40 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.





TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

Stewart Title Guaranty Company
Independence Title Company

G.F. No.: 1206851-CDM Effective Date: 6/7/12 Issued: 6/15/12

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions and other matters affecting the property. No additional research was done for the purpose of this survey. Items listed are those disclosed by surveyor's review and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

1) Restrictive Covenants: Deleted

10a) Coal and lignite lease from B.G. Rensberry, et al to Texas Power and Light Company, dated December 26, 1944, recorded in Volume 141, Page 311, Deed Records of Bastrop County, Texas -- Subject to

FLOOD--PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48021C0150 C, dated January 19, 2006, for Bastrop County, Texas and Incorporated areas. If this plat is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This body performs legal but grants liability on the part of the surveyor.

ALTA/ACSM SURVEY NOTES:

(Table A, Item 16)
There are no observable evidence of earth moving work, building construction or building additions at time of ground survey.

(Table A, Item 16)
There are no observed evidence of site use as a solid waste dump, sump or sanitary landfill at time of ground survey.

(Table A, Item 17)
The surveyor found no record evidence of wetland areas affecting the subject tract at time survey. There was no apparent evidence of wetland areas on the subject tract at time of ground survey.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: 298 Medlar RD Bastrop, TX 78602 (per BCAD)

ATTACHMENTS: Metes and Bounds Description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

Charles C. Cox
KS Ranch Fund VI, L.P., a California limited partnership
Stewart Title Guaranty Company
Independence Title Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 11(a), 13, 16, 18 and 19 of Table A thereof.

The field work was completed on 4/25/12.

6/18/12
Date

Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6018
joe@chaparralsurvey.com

STATE OF TEXAS
JOE BEN EARLY, JR.
6018
REGISTERED
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6018

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.	938-001
DRAWING NO.	938-001-CDX
PLOT DATE:	6/18/12
PLOT SCALE	1" = 50'
DRAWN BY:	JBE
SHEET	01 OF 01

CAPITAL LAND INVESTMENTS

505 Walsh Street, Austin, Texas 78703

September 27, 2021

Trey Job, Assistant City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

via email

RE: Request for Consent to Assignment of the Amended and Restated Development Agreement and for Consent to Assignment of the Groundwater Rights Purchase Agreement (collectively, "*Consents to Assignment*") for the 8,737.4 acres of land commonly known as "XS Ranch"

Dear Mr. Job:

The intent of this letter is to provide the development and construction qualifications for Capital Land Investments 3, LP ("*CLI 3, LP*") and to formally request the City's approval of the Consents to Assignment. Tim Riley and Carlotta McLean serve in a managerial role for CLI 3, LP., along with affiliates, Capital Land Investments 1, Ltd., Capital Land Investments 2, Ltd., Capital Land Holdings 1, Ltd., Capital Land Holdings 2, Ltd., and Capital Land Holdings 3, Ltd. Combined, these entities own over 15,000 acres in Central Texas real estate properties, all of which were purchased and are under the management of Tim and Carlotta. CLI 3, LP, and affiliates, own all entity assets free and clear of any debt or other financial leverage. Management of CLI 3, LP is centralized with all management authority held by Tim and Carlotta who have authority over most all decisions regarding the XS Ranch property.

Tim and Carlotta have an in-depth knowledge of the XS Ranch property and planned development dating back to 2009 when they represented the project as real estate brokers for XS Ranch Fund XI. While CLI 3, LP. has the in-house qualifications to manage and administer the XS Ranch projects and the XS Ranch Municipal Utility District ("*XS Ranch MUD*"), it also utilizes McLean & Howard (Bill McLean, Jeff Howard and Tony Corbett), Development Planning and Financing Group (Rick Rosenberg), LJA Engineering (Joe Longaro), and other consultants who have extensive experience with the creation, administration and operation of development agreements, development entitlements, PIDs, MUDs and WCIDs. CLI 3, LP intends to utilize these consultants for any tasks related to the XS Ranch MUD, the Amended and Restated Development Agreement, the Groundwater Rights Purchase Agreement and any other items that

exceed the in-house qualifications of CLI 3, LP. Please also note that CLI, LP may forgo any development of the XS Ranch and may merely hold the asset for the foreseeable future.

Should you have any questions regarding this information, please contact me at the info below.

Sincerely,

Tim Riley
512 944 5045
TWR@cap-land.com

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 9H

TITLE:
Consider action to approve Resolution No. R-2022-03 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Dial Development Services, Ltd. (DDS). to provide the services of construction management and inspection to a not to exceed amount of two hundred thousand dollars ($200,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:
The City of Bastrop hired Dial Development in November of 2021 to assist the City by providing construction management and inspection services of public infrastructure from private development.

Currently, City has extensive public infrastructure being built through private development. Timely and quality construction inspection will reduce long term costs and will ensure projects are constructed according to plans and specifications.

By outsourcing this oversight role, the Engineering and Capital Project Management Department can be scalable, and has the ability to act quickly, when needed. The City will only pay for services when we need them.

In the past, an in-house construction manager provided oversight on those construction management and inspection activities.

The approval of the professional services contract, allows for approval of additional task orders for a total amount not to exceed of $200,000; the first task order, and part of this contract is in the amount of $149,000 and will cover construction inspection of the following projects, but not limited to: West Bastrop Village Section 1, West Bastrop Off-Site Wastewater Line, Bastrop Grove Section 4 Phase 1A & 1B, Bastrop Grove Section 4 Phase 2, and multiple sections of The Colony.

FISCAL IMPACT:
FY22 Annual Budget:
Professional Services out of Engineering budget (pg. 152) and salary savings from unfilled Construction Manager position. Except for $43,900 that will come out of The Colony escrow funds.

RECOMMENDATION:
Consider action to approve Resolution No. R-2022-03 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Dial Development Services, Ltd. (DDS).

to provide the services of construction management and inspection in a not to exceed amount of two hundred thousand dollars ($200,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date

ATTACHMENTS:

- Exhibit A: Resolution No. R-2022-03

RESOLUTION NO. R-2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH DIAL DEVELOPMENT SERVICES, LTD. TO PROVIDE THE SERVICES OF CONSTRUCTION MANAGEMENT AND INSPECTION TO A NOT TO EXCEED AMOUNT OF TWO HUNDRED THOUSAND DOLLARS ($200,000); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on providing timely and quality construction management and inspection services for public infrastructure from private development projects to ensure the approved plans are followed; and

WHEREAS, the City of Bastrop City Council has unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action towards lasting solutions; and

WHEREAS, the City of Bastrop chooses to approve a professional services contract with Dial Development Services; and

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

Section 1. That the City Manager is hereby authorized to execute a Professional Services Contract to a not to exceed amount of two hundred thousand dollars ($200,000).

Section 2. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM:** 9I

TITLE:
Consider action to approve Resolution No. R-2022-07 of the City Council of the City of Bastrop, Texas awarding an amendment to task order Bas.006 to provide professional engineering services for the Transfer Lift Station and Force Main (TLS & FM) project, with KSA Engineers, Inc. to a not to exceed amount of Two Hundred and Twenty Thousand Dollars ($220,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:
On August 28, 2018, the City Council approved three task orders for the design of the Wastewater Treatment Plant (WWTP) #3, currently under construction, and its ancillary projects. One of the ancillary associated projects, is the design and construction of a TLS & FM.

The TLS & FM project is currently in design and proposes to divert the influent from the WWTP #1&2 to the new WWTP#3. Once the new WWTP is online, the WWTP#1&2 can subsequently be planned to be decommissioned.

During the 60% design of the TLS & FM project a previously established main route (east of the Colorado River) for the force main, KSA encountered various issues, to include, but not limited to: environmental concerns, multiple property owner disputes and a family cemetery that required relocation of its graves, which made this route not a feasible for design and/or construction, in addition to becoming more costly than anticipated. Due to these issues and the need to expedite redirecting the influents from the WWTP #1&2, City asked KSA to study the possibility of using an alternative route for the force main. At the time, the eastern route seemed more appropriate because the land acquisition for the large gravity main that would serve the west side of the river had not been acquired.

KSA is proposing an alternative route (attached as Exhibit A), west of the Colorado River subject of this task order amendment, to replace the eastern route. KSA documented its findings in the Western Force Main Route Alternative Tech Memo.

This proposal identifies changes to KSA's original scope and associated fees for evaluating and designing the new western route alternative. The western route would start at the proposed TLS, which is planned to be located adjacent to the WWTP#1&2 and run directly west across the Colorado River. It would intersect and discharge into the new 42-inch trunk line under the West

Collection System Phase II, currently in design. This change is expected to save approximately two million dollars in construction costs.

FISCAL IMPACT:
The funding for this project will be coming from CO 2021.

RECOMMENDATION:
Consider action to approve Resolution No. R-2022-07 of the City Council of the City of Bastrop, Texas awarding an amendment to task order Bas.006 to provide professional engineering services for the Transfer Lift Station and Force Main (TLS & FM) project, with KSA Engineers, Inc. to a not to exceed amount of Two Hundred and Twenty Thousand Dollars ($220,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Exhibit A: Western Route Map
- Exhibit B: Resolution No. 2022-07

RESOLUTION NO. R-2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AWARD OF AMENDMENT TO TASK ORDER BAS.006 FOR PROFESSIONAL ENGINEERING SERVICES TO KSA ENGINEERS, INC. FOR THE TRANSFER LIFT STATION AND FORCE MAIN PROJECT TO A NOT TO EXCEED AMOUNT OF TWO HUNDRED AND TWENTY THOUSAND DOLLARS ($220,000); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop City Council understands the value in managing growth for current and future generations; and

WHEREAS, The projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's current wastewater collection system and treatment facilities; and

WHEREAS, The City Council has the vision to improve Bastrop's Community Safety, Economic Vitality, and Manage Growth by building the new Wastewater Treatment Plant #3 and its ancillary projects to support growth; and

WHEREAS, The City of Bastrop has chosen KSA Engineers from a list of qualified consulting firms identified by City Council on July 10, 2018.

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

Section 1: That the City Manager is hereby authorized to execute an amendment to task order Bas.006 for professional engineering services to KSA Engineers, Inc. for the Transfer Lift Station and Force Main project to a not to exceed amount of two hundred and twenty thousand dollars ($220,000).

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of January 2022.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

EXISTING IPS (750 GPM)

EXISTING RIVER
PUMP STATION

6"

EXISTING CENTRAL
LIFT STATION

12" FM
(BASE CONTRACT)

NEW IPS

HEADWORKS

NEW 18" FM

COLORADO RIVER

HEADWORKS
WWTP NO. 3

304

N

400' 0 400' 800'

GRAPHIC SCALE IN FEET

MARK	REVISION	DATE

I:\KSA-AUS-SERVER3\PROJECTS\BAS006A\008 CAD\10 EXHIBITS\02 CIVIL\BAS006_EXHIBIT.DWG | 12/12/2019 - 1:30 PM - MB

DRAWING PATH\NAME | LAYOUT | PLOT DATE - TIME

PROJECT TITLE: PROJECT DESCRIPTION LOCATION - CITY XX, TEXAS

OPTION NO. 2
FORCEMAN DUE WEST ACROSS RIVER

SHEET NAME:

BASTROP, TEXAS

PROJECT NAME:

DRAWN BY:	MB
DESIGNED BY:	BL
LATEST REVISION:	2/19/2019
KSA JOB NO.:	BAS006A

KSA
4033 Spicewood Springs Rd., Suite 204
Austin, Texas 78759
T. 512-342-6868 F. 512-342-6877
www.ksaeng.com

SEAL:
TBPE Firm Registration No. F-1356

SHEET NO.

2

STAFF REPORT

MEETING DATE: January 11, 2022 **AGENDA ITEM**: 9J

TITLE:
Consider action to approve Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:
Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:
The City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG). CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality.

Mayor Pro Tem Lyle Nelson was reappointed to be the General Assembly Representative to CAPCOG at the September 14, 2021, City Council meeting. Mayor Pro Tem Nelson resigned from the Bastrop City Council, effective immediately on November 19, 2021. This resignation created a vacancy for the General Assembly Representative to CAPCOG for the City of Bastrop.

FISCAL IMPACT:
N/A

RECOMMENDATION:
Recommend approval of Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Appointment Form
- CAPCOG Bylaws

RESOLUTION NO. R-2022-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPOINTING MAYOR CONNIE SCHROEDER TO FILL THE VACANCY AS THE GENERAL ASSEMBLY REPRESENTATIVE TO THE CAPITAL AREA COUNCIL OF GOVERNMENT (CAPCOG); AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG); and

WHEREAS, CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality; and

WHEREAS, Mayor Schroeder will fill the vacancy representing the City of Bastrop on the CAPCOG Clean Air Coalition; and

WHEREAS, the City Council appoints Mayor Schroeder to be the General Assembly Representative to CAPCOG.

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

Section 1. The Mayor is hereby authorized to execute Appointment Form – General Assembly Representative – CAPCOG appointing Mayor Schroeder as Bastrop's designee.

Section 2. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of January 2022.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE
CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties:	Official appointments are made at Commissioners Court.
Cities, Towns, Villages:	Official appointments are made at City Council meetings.
Organizations:	Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

Bastrop City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

City of Bastrop
City, County, or Organization being represented

Connie Schroeder
Name of Representative

Mayor
Position

1311 Chestnut St.
Address

Bastrop, Tx 78602.
City, Zip Code

(512) 332-8800
Telephone Number

(512) 332-8819
Fax Number

_____
Email address ***(General Assembly Reps. will be subscribed to the CAPCOG Connections, Training, & Data Points email lists)***

Check One:

_____ Reappointment
✓ Filling Vacancy
_____ Changing Representative _____
Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on _____.
Date of Meeting

_____ _____
Signature of Chief Elected Official/Chair of Governing Board **Date**

Please fax this form to 512-916-6001 or email to dbrea@capcog.org. For questions about completing this form, call Deborah Brea at 512-916-6018

Central Texas Clean Air Coalition
of the
Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the "CLEAN AIR COALITION", is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:
The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION
CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date
An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History
Adopted January 9, 2002
Amended October 15, 2003
Amended June 26, 2009
Amended May 8, 2013
Amended February 10, 2016
Amended May 8, 2019