NOTICE OF MEETING
BASTROP COUNTY COMMISSIONERS COURT

Pursuant to Section 551, Texas Government Code, the Bastrop County Commissioners Court will meet in Regular Session, Monday, July 27, 2020 at 9:00 A.M. in the Commissioners Courtroom, Second Floor, 804 Pecan St. Bastrop, Texas.

A. Call to order and prayer; Allegiance to the Flags
B. Citizen comments:(Click here for Public Participation Form)
C. Recognition of Certificates of Service
D. Department report(s):
   1. Honoring Deputy Pauline Crowley for 28 years of service to Bastrop County; Sergeant Garvel

E. The following items are for discussion and possible action:

1. Approve payment of bills; Laurie Ingram
2. Approve minutes of previous meeting(s); Rose Pietsch
3. Resolution and Order Regarding Relocating Certain Monuments and Memorials on the Bastrop County Courthouse Lawn; Judge Pape
4. Committee to Oversee the Relocation of Certain Monuments and Memorials; Commissioner Hamner; Judge Pape
5. Consider Burn Ban Order; Christine Files
6. Resolution Designating Authorized Signatories for Contractual and Financial Documents pertaining to the 2017 GLO Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Infrastructure Contract #20-065-0139-C527 and Buyout Contract number 20-066-28-C222; Judy Langford
7. Proclamation declaring August 2020 as the Bastrop County - Fair Housing Month and to authorize County Judge to sign Proclamation; Judy Langford
8. Proposed Cabin Retreat on Lot 4 of the Randall Culberson Subdivision; Commissioner Beckett
9. **9:30 AM Public Hearing**: placement of stop signs in the Circle D Subdivision on:
   Pony Grass Ln at Old Firetower Rd
   Meadow Grass Ln at Oak Leaf Dr
   Rye Grass Ln at Oak Leaf Dr
   Feather Grass Ln at Oak Leaf Dr
   Blue Grass Ln at Oak Leaf Dr
   Green Grass Ln at Oak Leaf Dr; Precinct 2; Carolyn Dill
10. **9:30 AM Public Hearing**: establishment of a 35 MPH speed limit on N Main St from the Bastrop City Limits to Sayers Rd/B J Mayes Rd; Precinct 1; Commissioner Hamner, Carolyn Dill
11. **9:30 AM Public Hearing**: establishment of a 30 MPH speed limit on Harper Dr in Lake Bastrop Acres; Precinct 1; Commissioner Hamner, Carolyn Dill
12. Placement of stop signs in the Circle D Subdivision on:
    Pony Grass Ln at Old Firetower Rd
    Meadow Grass Ln at Oak Leaf Dr
    Rye Grass Ln at Oak Leaf Dr
    Feather Grass Ln at Oak Leaf Dr
    Blue Grass Ln at Oak Leaf Dr
    Green Grass Ln at Oak Leaf Dr; Precinct 2; Carolyn Dill
13. Establishment of a 35 MPH speed limit on N Main St from the Bastrop City Limits to Sayers Rd/B J Mayes Rd; Precinct 1; Commissioner Hamner, Carolyn Dill
14. Establishment of a 30 MPH speed limit on Harper Dr in Lake Bastrop Acres; Precinct 1; Commissioner Hamner, Carolyn Dill
15. Placement of stop signs in the Meadow Lake Heights subdivision on:
    Lakeside Cir at FM 2430
    Lakeside Cir at Meadow View Blvd
    Callies Ct at Lakeside Cir
    Meadow View Blvd at FM 2430
    Meadow View Cv at Meadow View Blvd
    Pattys Ct at Meadow View Blvd
    Boomers Ct at Meadow View Blvd
    Scrappers Cv at Meadow View Blvd
    Brents Cv at Meadow View Blvd; Precinct 3; Carolyn Dill
16. Accept roadways and right of way drainage improvements in the Monterrey Hills Section 3 Subdivision into the Bastrop County Roadway System for the purpose of maintenance and operation by Bastrop County; Precinct 3, Carolyn Dill
17. Ratify the 10/27/14 Commissioners Court action establishing a 30 MPH speed limit on roadways in the Monterrey Hill Section 3 Subdivision to include:
    Cabana Vista Dr from FM 812 to ~1,100’ southwest at Monterrey Hills Section 2 Subdivision
    Jardin Trl from Cabana Vista Dr to south end; Precinct 3; Carolyn Dill

18. Accept roads and drainage improvements in the El Dorado Subdivision as complete to County standards and accept into a two year maintenance period and release Frost Bank Letter of Credit No. 28226-S; Precinct 3; Carolyn Dill
19. Accept Maintenance Bond No. PB030168000645 as fiscal surety for the maintenance of roads and drainage improvements in the El Dorado Subdivision during the two year maintenance period; Precinct 3; Carolyn Dill
20. Request for approval of the use of CARES Funds to purchase 12 Temperature Kiosks for use in County Public Buildings; Christine Files
21. Request for approval of the use of CARES Funds to hire Contract Labor to assist the County Health Authority with the performance of her duties; Christine Flies
22. Request approval to sign a new service agreement with Waste Connections for the Bastrop County Jail; Leon Scaife
23. Request approval to sign a 30 Day Extension with Hampton Inn (Soft Hotels, LLC) for the set pricing of room rates for Hotels for Hero's – COVID-19 response; Leon Scaife
24. Request approval to negotiate and enter into a rate agreement with local hotels for any future housing needs within Bastrop County due to emergency situations; Leon Scaife
25. Existing metes and bounds division of 0.886 acres out of 1.774 acres in the Jose Manuel Bangs Survey; Owner: Eric Wilson; Precinct 3; (pursuant to Section 232.0015 of the Texas Local Government Code); Commissioner Meuth
26. Approve an exemption from plat by meets and bounds of 3.649 acres in the Thomas DeCrow Survey located in Precinct 2; Commissioner Beckett

F. For Discussion Only:

DO1. Waterline replacement to large animal facilities at Darling Ingredients, INC.; Captain Joey Sherman
DO2. Proposed Bastrop County Infrastructure Requirements for Lodging & Recreational Vehicle Park Developments; Carolyn Dill

G. Consent Agenda: (Consent Agenda items are generally routine.) Unless removed by a member of the Court, items listed on the consent agenda will be acted on together.

CA1. Approve Treasurer's Report; Laurie Ingram
CA2. Approve bonds, if any; Rose Pietsch
CA3. Renewal agreement with Texas Legal regarding FY 2019-2020 fees; Crystal Dumbeck
CA4. Notification to the Texas Department of Motor Vehicles regarding the imposition or removal of optional fees; Linda Harmon
CA5. Renewal of Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management; Julie Sommerfeld
CA6. Participation in Association of Rural Communities Website Advertising Program; Adena Lewis
CA7. Release of Conservation Easement for Wildlife Management: Llagostera, Jimenez; Cari Croft
CA8. Approve LPHCP Implementing Agreements: Hernandez, Jimenez, Llagostera; Cari Croft
CA9. Approve LPHCP Conservation Easements: Jimenez, Llagostera; Cari Croft
CA10. Dispose of Bastrop County surplus and salvage items; Leon Scaife
CA11. Reyna Place; divide 0.930 acres out of 5.991 acres in the Freeman Wilkerson Survey; Owner: Cruz S,. Reyna; Precinct: 3; Sonia Thomas
CA12. Re-appoint Barbara Bogart to the Board of Trustees of the Bluebonnet Trails Community Services; Judge Pape

H. Adjourn

The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 511.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information.)

Paul Pape, County Judge

ITEM 3

RESOLUTION AND ORDER REGARDING RELOCATING CERTAIN MONUMENTS AND MEMORIALS ON THE BASTROP COUNTY COURTHOUSE LAWN

Whereas, the Courthouse is the focal point of civil and criminal justice for all citizens of Bastrop County, and as the seat of government represents freedom and equality for all; and

Whereas, there are several monuments and memorials on the Courthouse lawn honoring and commemorating persons and events in Bastrop County's illustrious past; and

Whereas, among those monuments is a granite obelisk in memory of the Confederate Soldiers of Bastrop County, who served in the army of the Confederate States of America, erected by the United Daughters of the Confederacy in 1910; and

Whereas, another monument honors Major Joseph D. Sayers, a Bastrop County officer in the Confederate Army who was later elected Governor of the State of Texas. This monument praises Sayer's efforts promoting the mission and goals of the Confederacy during the Civil War, including the expansion of slavery; and

Whereas, words, symbols, and images on these two monuments go beyond honoring veterans by subtly glorifying the Confederacy and prescribing nobility to the Lost Cause of the South; and

Whereas, it is recognized that these words, images, and symbols sustain racism and racial prejudice, and are detrimental to racial impartiality and equality for all; and

Whereas, the Bastrop County Commissioners Court desires to find alternate locations for these memorial monuments, away from the County Courthouse,

Now Therefore, Be it Resolved and Ordered that the Bastrop County Commissioners Court authorizes the County Judge to seek alternative sites for the two monuments that reference the Confederacy, and

That such alternative sites be discussed with any agency that may have jurisdiction, and with this Commissioners Court, and

That a Committee to Oversee the relocation of the Monuments be appointed by this Court, and

That private funding be sought for the relocation of these monuments in order to minimize the cost to the public, and

That these monuments be removed from the Bastrop County Courthouse lawn to appropriate locations as soon as possible, and

That the County Judge is hereby authorized to execute agreements and contracts to implement this Resolution and Order.

Considered and approved this the 27th day of July, 2020, by a vote of the Court with _____ Ayes and _____ Nays.

_____

Paul Pape, County Judge

ATTEST:

_____

Rose Pietsch, County Clerk

ITEM 5

COUNTY OF BASTROP

STATE OF TEXAS

ORDER PROHIBITING
OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county, by order, may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Bastrop County Commissioners Court does hereby find that circumstances present in the unincorporated areas of Bastrop County create a public safety hazard that would be exacerbated by certain outdoor burning; and,

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for portions of the unincorporated areas of Bastrop County, Texas that are not subject to public ownership or stewardship for the duration of the above mentioned declaration:

(1) Actions Prohibited:
Except as described hereinafter, a person violates this order if he ignites, or causes ignition of any combustible or vegetative material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning or ignition by others.

(2) Enforcement:
- (a) Under notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and to extinguish the fire.
- (b) If requested by a fire official, a duly-commissioned peace officer, when available, shall be sent to the scene to investigate the nature of the fire.
- (c) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to $500.

(3) If the responding peace officer finds that the person responsible for the fire is in violation of (1) above, a citation shall be issued for: Violation of Burn Ban Order.

(4) This order shall not apply to the outdoor burning of vegetative material caused by welding or by other causes relating to the act of welding, if such burning is not malicious or intentional.

(5) This order shall not apply to burning of vegetative material when such burning is performed in accordance with a prescribed plan which addresses the useful nature of such activity such as natural resource management and includes appropriate safety and protective measures, and is submitted and approved by the Bastrop County Office of Emergency Management (OEM). The Bastrop County OEM shall promulgate rules and procedures for the submission and approvals of such activities.

(6) This order shall not prohibit other lawful burning as may be permissible by rules established by the Texas Commission on Environmental Quality.

Be it also **ORDERED** that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather period by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall remain in effect through August 24th, 2020, and shall expire at the end of said period or upon the date the Bastrop County Commissioner's Court, by order, determines that the circumstances present in the unincorporated areas of Bastrop County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

Adopted and effective on this the 27th day of July, 2020 by the Commissioners Court of Bastrop County.

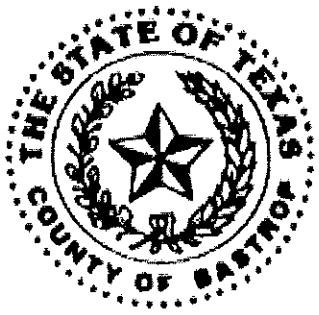
Paul Pape
County Judge

Mel Hamner
Commissioner Pct. 1

Clara Beckett
Commissioner Pct. 2

Mark Meuth
Commissioner Pct. 3

Donna Snowden
Commissioner Pct.4



Declaration of Disaster
Threat of Wildfires

WHEREAS, Bastrop County has not had rainfall for an extended period; and

WHEREAS, weather forecasters offer little promise of a change in the dry conditions in the near future; and

WHEREAS, these dry conditions pose the threat of large, dangerous and fast-moving wildfires; and

WHEREAS, such fires have the potential of endangering lives and damaging property on a large scale; and

WHEREAS, the Texas Disaster Act or 1975 authorizes declaration of a state of disaster "if the threat of disaster is imminent"; and

WHEREAS, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitute an imminent threat of disaster; and

WHEREAS, declaration of such disaster authorizes the imposition of controls on activities which tend to increase the likelihood of fires; and

WHEREAS, such controls, once implements, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

BE IT THEREFORE PROCLAIMED that I, Paul Pape, the County Judge of Bastrop County, do hereby declare a state of disaster based on the threat of large wildfires in Bastrop County, Texas; and

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above statute and order, but in no instance will this declaration continue for more than seven days without authorization by the Bastrop County Commissioners Court; and

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during the current dry weather; and

BE IT ALSO ORDERED THAT the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

IN WITNESS WHEREOF, I affix my signature this 27th day of July, 2020.

_____

Paul Pape
County Judge

ITEM 6

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONER'S COURT OF THE COUNTY OF BASTROP TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY PROGRAM (CDBG-DR) **INFRASTRUCTURE CONTRACT NUMBERS 20-065-139-C527** & **BUYOUT CONTRACT NUMBER 20-066-028-C222**.

WHEREAS, the County of Bastrop, Texas has received a 2017 Texas Community Development Block Grant-Disaster Recovery award to provide Infrastructure Improvements and/or Buyout or Acquisition, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas General Land Office, and;

WHEREAS, an original signed copy of the CDBG-DR *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Bastrop, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide GLO with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-DR *Depository/ Authorized Signatories Designation Form.*

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF BASTROP, TEXAS, AS FOLLOWS:

The County Judge and County Commissioner Precinct 2 be authorized to execute contractual documents between the Texas General Land Office and the County for the 2017 Texas Community Development Block Grant – Disaster Recovery Program.

The County Judge, County Commissioner Precinct 2, County Auditor, and County Treasurer be authorized to execute the financial documents required for requesting funds approved in the 2017 Texas Community Development Block Grant -Disaster Recovery Program.

PASSED AND APPROVED BY COMMISSIONER'S COURT OF THE COUNTY OF BASTROP, TEXAS on _____ ___, 20__.

_____
PAUL PAPE, COUNTY JUDGE

Attest:

_____
ROSE PIETSCH, COUNTY CLERK

ITEM 7

Proclamation of August as Fair Housing Month

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the National Fair Housing Law, during the month of August, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity may only be accomplished with the help and cooperation of all Americans.

NOW THEREFORE BE IT RESOLVED that the Bastrop County Commissioners Court does hereby proclaim August as

Fair Housing Month in Bastrop County

And further, urges all the citizens of this locality to become aware of and support the Fair Housing Law.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the County of Bastrop, Texas to be affixed on this the 27th day of July 2020.

_____
Paul Pape, County Judge

_____
Mel Hamner, Commissioner Pct. 1

_____
Mark Meuth, Commissioner Pct. 3

_____
Clara Beckett, Commissioner Pct. 2

_____
Donna Snowden, Commissioner Pct. 4

ITEM 8

BOCKHOLT

July 9, 2020

Re: Variance request for 140 Morgan Ln

Dear Ms. Beckett,

We would like to request a variance from the court for the property located at 140 Morgan Ln. Per the attached recorded "Randall subdivision" plat, there is a shared 30' private easement road off Morgan Ln for all 4 property owners. My wife and I would like to create a small cabin retreat on lot 4 of this plat and we would limit the size to 10 or less cabins. The development would be in phases over a several year period. We feel this will be a great tourist attraction for Bastrop and Smithville and the surrounding businesses.

We have discussed this with all the current adjoining owners and they are all on board with this concept. If we were able to get all owners to sign an agreement would the court grant this variance?

Sincerely,
Brent & Susan Bockholt

brent@bockholt.biz | 1716 West 10th, Austin, TX 78703 | (512) 569-4997 m | (512) 949-5026 f

RANDALL SUBDIVISION

7/34-B

STATE OF TEXAS §
COUNTY OF BASTROP §

KNOW ALL MEN BY THESE PRESENTS THAT I, TERRY LEWAYNE RANDALL, OWNS THE OWNER OF 71.886 ACRES, CONSISTING OF 45.886 ACRES OF LAND DESCRIBED IN DOCUMENT #170619-01, SAVE AND EXCEPT, 10.439 ACRES OF LAND DESCRIBED IN DOCUMENT #2017170487, AND 8.346 ACRES OF LAND DESCRIBED IN DOCUMENT #2019170488, ALL OFFICIAL PUBLIC RECORDS BASTROP COUNTY, TEXAS, IN THE ISAIAH ANDREWS SURVEY, ABSTRACT 14 IN BASTROP COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID ACREAGE IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, IF OF KNOWN AS:

RANDALL SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, WITNESS MY HAND ON THIS 23 DAY OF April 2020, A.D.

Terry L Randall

TERRY LEWAYNE RANDALL
1404 NORMAN LANE
SMITHVILLE, TEXAS 78957

STATE OF TEXAS §
COUNTY OF BASTROP §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TERRY LEWAYNE RANDALL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 DAY OF April 2020, A.D.

S Jowlen
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Raymon Fowler 10/27/2022
PRINTED NAME OF NOTARY/EXPIRES

STATE OF TEXAS §
COUNTY OF BASTROP §

I, ROSE PIETSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 13th DAY OF April 2020, A.D., THE COMMISSIONER'S COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT. WITNESS MY HAND AND SEAL OF OFFICE OF THE CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, THIS THE 24th DAY OF April 2020, A.D.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF April 2020, A.D.

Sue Sinka
DEPUTY

ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF BASTROP §

I, ROSE PIETSCH, COUNTY CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 24th April 2020, A.D. AT 9:30 O'CLOCK A.M. AND DULY RECORDED ON THE 24th DAY OF April 2020, A.D. AT 9:30 O'CLOCK A.M. IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 1 PAGE 348 FILED FOR RECORD ON THE 24th DAY OF April 2020, A.D.

Sue Sinka
DEPUTY

ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED April 24, 2020
9:30 A.M.
Rose Pietsch
COUNTY CLERK
BASTROP COUNTY, TEXAS

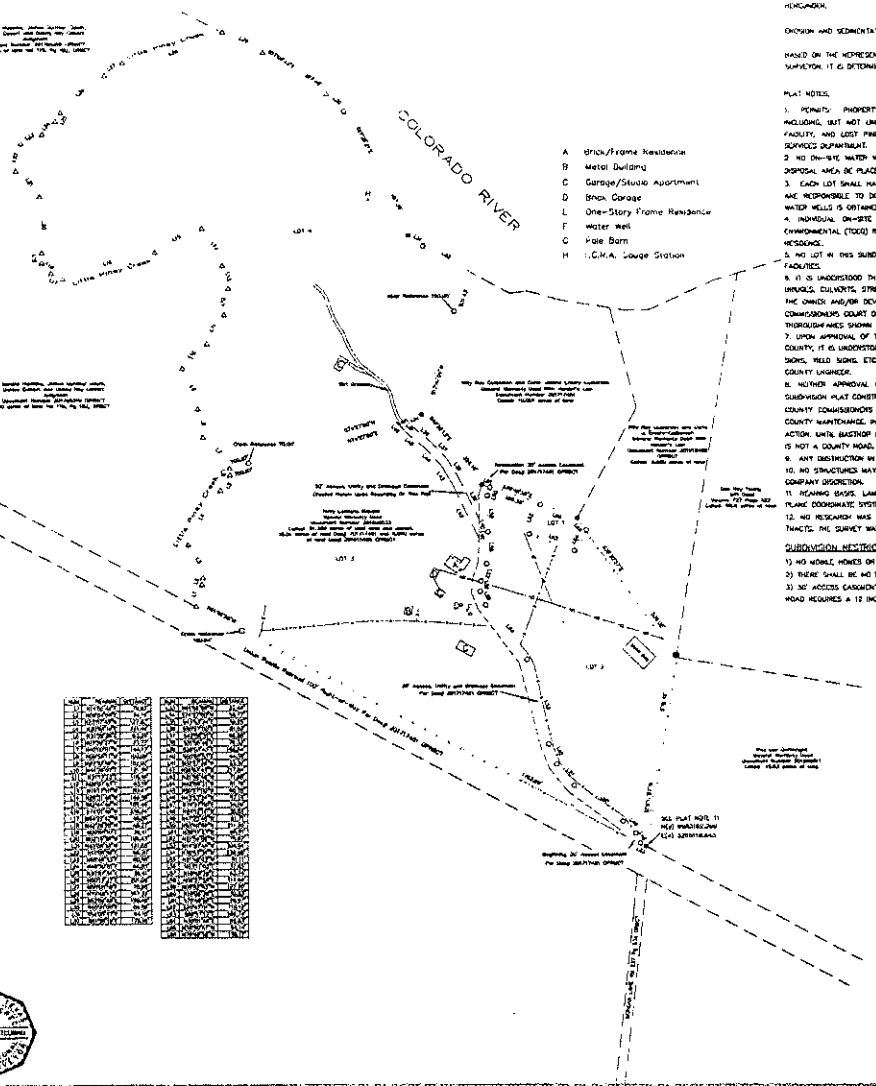
STATE OF TEXAS §
COUNTY OF BASTROP §

I, ROBERT STEUBING, R.P.L.S. DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF BASTROP COUNTY, TEXAS.

ROBERT STEUBING
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
ROBERT STEUBING
525 TAHITIAN DRIVE
BASTROP, TEXAS
(512)308-1385

10/27/2022
DATE

STATE OF TEXAS
REGISTERED
ROBERT C. STEUBING
5844
PROFESSIONAL
LAND SURVEYOR



UTILITY SERVICE PROVIDERS

WATER SERVICE IS PROVIDED BY PRIVATE WATER WELL
WASTEWATER SERVICE IS PROVIDED BY OSSF
ELECTRIC SERVICE IS PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE

FLOOD PLAIN NOTE:

THIS SUBDIVISION LIES WITHIN ZONE X, ZONE A, AND ZONE AE, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0375F, COMMUNITY NO. 481193, EFFECTIVE JANUARY 19, 2005.

FLOOD PLAIN MANAGEMENT DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICER OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION.

BASED ON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS PREPARED BY THE SAID SURVEYOR, IT IS DETERMINED THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ORDER FOR BASTROP COUNTY.

PLAT NOTES:

1. PERMITS: PROPERTY IN THIS SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, BASTROP COUNTY 9-1-1 ADDRESSING ASSIGNMENT, DRIVEWAY/CULVERT, DEVELOPMENT, FLOODPLAIN, ON-SITE SEWAGE FACILITY, AND LOST PINES HABITAT CONSERVATION PLAN. COUNTY PERMITS ARE OBTAINED AND ISSUED THROUGH THE BASTROP COUNTY DEVELOPMENT SERVICES DEPARTMENT.
2. NO ON-SITE WATER WELL MAY BE PLACED WITHIN 100' (50' IF ENCASED) OF AN ON-SITE SEWAGE DISPOSAL AREA, NOR CAN ANY ON-SITE SEWAGE DISPOSAL AREA BE PLACED WITHIN 100' (50' IF ENCASED) OF AN ON-SITE WELL.
3. EACH LOT SHALL HAVE A 50' WATER WELL SETBACK ADJACENT TO PROPERTY LINES. PROPERTY OWNERS AND/OR REGISTERED WATER WELL INSTALLERS ARE RESPONSIBLE TO DETERMINE APPROPRIATE LOCATIONS FOR SAME, IF NOT SPECIFIED HEREIN. FURTHER INFORMATION AND REGISTRATION OF ON-SITE WATER WELLS IS OBTAINED AND ISSUED THROUGH THE LOST PINES GROUNDWATER CONSERVATION DISTRICT.
4. INDIVIDUAL ON-SITE SEWAGE FACILITY DESIGNS MUST BE SUBMITTED FOR APPROVAL FOR EACH LOT AND MEET TO TEXAS COMMISSION ON ENVIRONMENTAL (TCEQ) RULES AND THE REQUIREMENTS OF THE BASTROP COUNTY ORDER FOR AN ON-SITE SEWAGE FACILITIES PRIOR TO OCCUPATION OF THE RESIDENCE.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION SYSTEM AND WASTEWATER COLLECTIONS FACILITIES.
6. IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS, THAT THE CONSTRUCTION OF ALL ROADS, CULVERTS, STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS. THE COURT ASSUMES NO OBLIGATION TO CONSTRUCT ANY BRIDGES, CULVERTS, STREETS, ROADS OR THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
7. UPON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING AND SUBSEQUENT ACCEPTANCE OF MAINTENANCE OF STREETS BY BASTROP COUNTY, IT IS UNDERSTOOD THAT PLACEMENT OF ANY AND ALL TRAFFIC CONTROL DEVICES REQUIRING SIGNAGE SUCH AS STREET NAMES, SPEED LIMITS, STOP SIGNS, YIELD SIGNS, ETC., SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE COMMISSIONERS COURT AND/OR THE COUNTY ENGINEER.
8. NEITHER APPROVAL OF A SUBDIVISION PLAT BY THE BASTROP COUNTY COMMISSIONERS COURT, NOR THE FILING/RECORDING OF AN APPROVED SUBDIVISION PLAT CONSTITUTES ACCEPTANCE BY BASTROP COUNTY OF ANY DEDICATION OF THE ROADS/STREETS DEPICTED ON THE PLAT. ONLY THE BASTROP COUNTY COMMISSIONERS COURT, ACTING AS A BODY, HAS THE AUTHORITY TO ACCEPT ROADS/STREETS INTO THE BASTROP COUNTY ROAD SYSTEM FOR COUNTY MAINTENANCE. INDIVIDUAL MEMBERS OF THE BASTROP COUNTY COMMISSIONERS COURT HAVE NO AUTHORITY TO BIND BASTROP COUNTY BY SEPARATE ACTION. UNTIL BASTROP COUNTY, THROUGH ITS COMMISSIONERS COURT, ACCEPTS A ROAD/STREET THAT HAS BEEN DEDICATED ON A PLAT, SAID ROAD/STREET IS NOT A COUNTY ROAD, AND IS NOT SUBJECT TO COUNTY MAINTENANCE.
9. ANY OBSTRUCTION IN THE COUNTY AND/OR TXDOT ROW MUST BE REMOVED AT THE OWNERS EXPENSE.
10. NO STRUCTURES MAY BE BUILT IN ANY EASEMENT. ANY EXISTING STRUCTURES LOCATED IN A PUBLIC UTILITIES EASEMENT MUST BE REMOVED AT UTILITY COMPANY DISCRETION.
11. BEARING BASIS: LAMBERT CONFORMAL PROJECTION, GRID NORTH, COORDINATE BASIS: GRID COORDINATES, U.S. SURVEY FEET, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83.
12. NO RESEARCH WAS DONE BY ROBERT STEUBING FOR ANY EASEMENTS, BUILDING LINES AND/OR CONDITIONS OF RECORD WHICH MAY AFFECT THESE TRACTS. THE SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT.

SUBDIVISION RESTRICTIONS:

1) NO MOBILE HOMES OR MANUFACTURED RESIDENCES SHALL BE PLACED ON ANY TRACT.
2) THERE SHALL BE NO FURTHER SUBDIVISION OF ANY TRACT ALLOWED.
3) 30' ACCESS EASEMENT (ACCESS ROAD) AS SHOWN HEREON TO BE MAINTAINED EQUALLY BY EACH OF THE OWNERS OF THE FOUR TRACTS. THE ACCESS ROAD REQUIRES A 12 INCH DCSP GRAVEL BASE AND TO BE AT LEAST 12 FOOT WIDTH.

Number	Bearing	Distance
L1	N 00°00'00" E	30.00'
L2	N 00°00'00" E	30.00'
L3	N 00°00'00" E	30.00'
L4	N 00°00'00" E	30.00'

DocuSign Envelope ID: FB0C9FC7-51FC-4CF6-BDB3-F23E5CF9CF67

July 13, 2020

Bastrop County Commissioners Court
804 Pecan St
Bastrop, TX 78602

Re: Variance request for 140 Morgan Ln

To Whom It May Concern,

As the owners of 140 Morgan Ln, we would like to acknowledge our approval of the variance request to utilize the shared easement for commercial purposes. We understand the development would be in phases over a several year period but not to exceed 10 cabins. We also feel this will be a great benefit for Bastrop, Smithville and the surrounding businesses.

DocuSigned by:
Willy Culberson
Willy Culberson, Owner 140 Morgan Ln

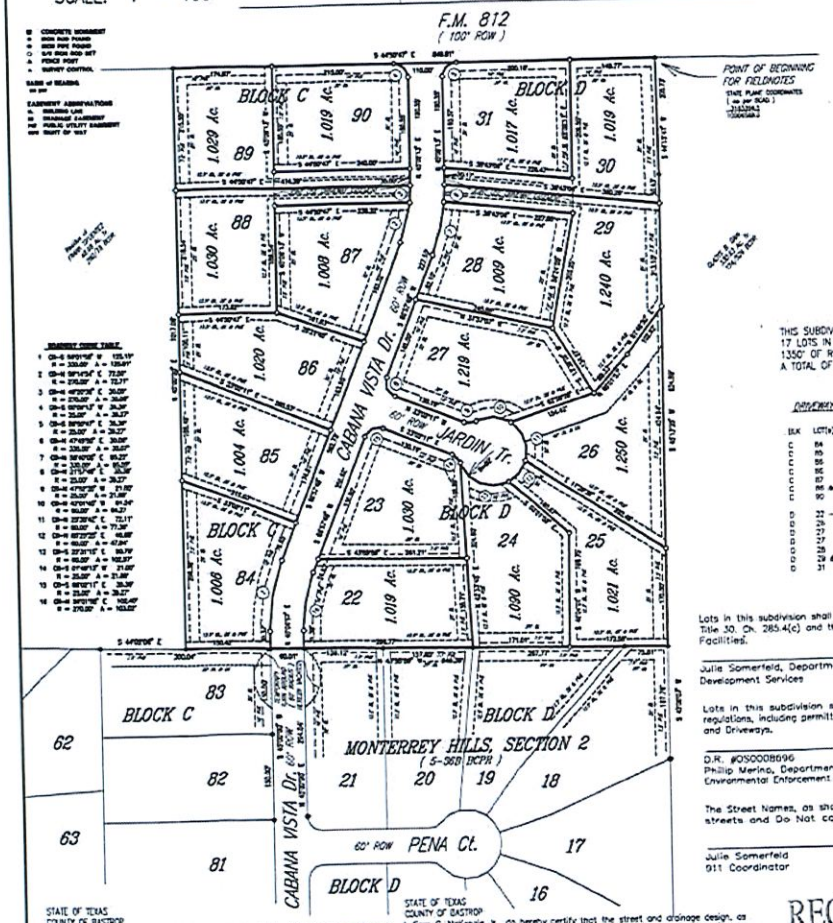
DocuSigned by:
Bryan D
Bryan Scoggins, Owner 140 Morgan Ln

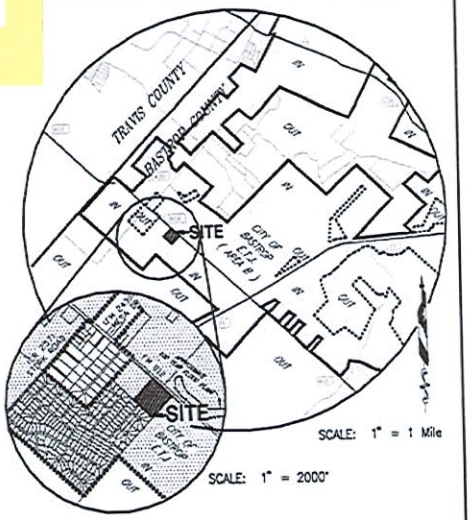
DocuSigned by:
Terry Randall
Terry Randall, Owner 140 Morgan Ln

ITEM 16

MONTERREY HILLS SECTION 3

SCALE: 1" = 100'





PLAT NOTES:

1) This subdivision is to be serviced by:
Water: AQUA WATER SUPPLY CORP.
Wastewater: PRIVATE OSSF's
Electric: BLUEBONNET ELECTRIC CO-OP

2) All drainage easements and/or storm-water detention facilities shall be maintained by the Homeowners' Association and/or by the individual property owner.

3) No portion of this subdivision lies within a designated Flood Hazard Area as shown on the FEMA Flood Insurance Rate Map No. 48021C0325E, Community Panel No. 481193, for Bastrop County, Texas. Effective date: 01/19/06. This subdivision lies in Zone "X".
WARNING: This Flood Statement, as determined by a Flood Insurance Rate Map and/or Flood Insurance Study, does not imply that the property or the improvements thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur, and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the City, County, Engineer or Surveyor.

4) Bastrop County assumes no responsibility for the accuracy of the representations by other parties in this plat. Floodplain data, in particular, may change depending on subsequent development.

5) No structures or land use that negatively impacts storm water drainage or storm water detention shall be permitted in areas designated as ponds, drainage easements or detention areas. Recreational uses such as trails and park areas may be permitted.

6) All drainage easements shall be free of construction or any type of obstruction including but not limited to buildings, fences, landscaping or other structures, except as approved by Bastrop County.

7) Property owners and/or his/her assigns shall provide access to drainage easements as may be necessary and shall not prohibit access by Bastrop County.

8) All corner lots within this development may access only one street and must take their access from the minor of the two streets, and no lot may access F.M. 812 directly.

9) All driveway culverts in this subdivision must be of sufficient size to facilitate drainage along the ROW. The developer and/or homeowner shall be responsible for installing and maintaining driveway culverts to Bastrop County specifications. A permit must be obtained from Bastrop County before a driveway culvert can be installed.

10) All addresses (street names and numbers) for individual lots must be assigned by the Bastrop County 911 Addressing Coordinator at the Bastrop County Development Services Department (512) 581-4242.

11) All property in this subdivision shall be developed in accordance with the regulations of Bastrop County before any site development and/or construction can begin. Permits required are: 911 Addressing Assignment, Culvert Permit, Development Permit and On-Site Septic Facility Permit. Permits are issued through the Bastrop County Development Services Department (512) 581-7175.

12) Erosion/sediment controls are required for all construction on each lot, including construction of single and/or multi-family residences.

13) The owner of this subdivision, and his/her successors and assigns, assumes responsibility for plans and construction of subdivision improvements which comply with applicable regulations and requirements of Bastrop County. The owner understands and acknowledges that plat vacations or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such regulations and requirements.

14) It is understood that the building of all bridges, culverts streets, roads, and other public thoroughfares delineated and shown on this plat, shall remain the responsibility of the owner and/or developer of the tract of land covered by this plat, in accordance with plans and specifications prepared by the Commissioners Court of Bastrop County, Texas. The Court assumes no obligation to construct any bridges, culverts, streets, roads, or public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith.

15) The owner(s) of this subdivision shall construct the subdivision's street and drainage improvements to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The owner(s) obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the owners and their successors and assigns until the public improvements have been accepted for maintenance by the County.

16) Upon acceptance of the maintenance of streets by Bastrop County, it is understood that placement of any and all traffic control devices requiring signage such as street names, speed limits, stop signs, yield signs, etc., shall be the sole responsibility of the developer under the direction of the Commissioners Court and/or the County Engineer.

17) Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not the application is reviewed for compliance of regulations by the County Engineer.

18) This subdivision lies within AREA "B" of the ETJ of the City of Bastrop as designated by the Interlocal Agreement filed of records in 1603/527 BCPR.

19) Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by Bastrop County prior to any construction within the subdivision.

20) Fiscal surety for subdivision construction, in a form acceptable to Bastrop County shall be provided prior to plat approval.

21) No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater collection facilities.

22) Wastewater and Water systems shall conform to TCEQ (Texas Commission on Environmental Quality).

23) Developer shall be solely responsible for all relocation and modifications to existing utilities.

THIS SUBDIVISION CONTAINS:
17 LOTS IN 2 BLOCKS
1350' OF ROADWAY TO BE DEDICATED
A TOTAL OF 20.000 ACRES SUBDIVIDED

DRIVEWAY CULVERT TABLE

BLK	LOT(s)	CULVERT SIZE	
C	84	1-24"	
C	85	1-24"	
C	86	1-24"	near NE Property line
C	87	1-24"	near SW Property line
C	88	1-15"	
C	89	1-15"	(JOINT DRIVEWAY)
C	90	1-15"	
D	22 - 25	1-15"	
D	23	1-24"	off Cabana Vista Dr.
D	24	1-24"	off Jardin Tr.
D	25	1-15"	
D	29 & 30	1-15"	(JOINT DRIVEWAY)
D	31	1-15"	

Lots in this subdivision shall comply with the Texas Administration Code, Title 30, Ch. 285.4(c) and the Bastrop County Order for On Site Sewage Facilities.

Julie Somerfeld, Department Manager
Development Services — Date

Lots in this subdivision shall comply with all current jurisdictional regulations, including permitting requirements for Development/Construction and Driveways.

D.R. #OSSO008696
Phillip Merling, Department Manager
Environmental Enforcement and Sanitation — Date

The Street Names, as shown hereon, provide continuity with existing streets and Do Not conflict with identical or similar names.

Julie Somerfeld
911 Coordinator — Date

STATE OF TEXAS
COUNTY OF BASTROP

I, Dale L. Olson, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land, and that the corner monuments shown were properly placed, under my personal supervision, in accordance with the Subdivision Regulations of Bastrop County, Texas.

Dale L. Olson, RPLS
Registered Professional Land Surveyor
Reg. No. 1753
717 Water Street
Bastrop, Texas 78602
(512) 321 - 5476
(SEAL) — Date

STATE OF TEXAS
COUNTY OF BASTROP

I, Sam C. Mckenzie Jr., do hereby certify that the street and drainage design, as shown hereon, complies with the Subdivision Regulations for Bastrop County, and that the 100 Year Flood Plain is as shown and will be contained within the Drainage Easements, as shown hereon.

Sam C. Mckenzie, Jr.
P. E. No. 75043
3810 Hyridge Drive
Austin, Texas 78759
(512) 345 - 3374
3/13/09
Date

RECORD DRAWINGS

STATE OF TEXAS
COUNTY OF BASTROP — KNOW ALL MEN BY THESE PRESENTS:

That Dewberry Investments, Ltd., owner of 20.000 ACRES in the JAMES STEWART SURVEY, A - 52, described in a deed recorded in Volume 1765, Page 424, Bastrop County Official Records, do hereby subdivide said tract in accordance with the plat shown hereon, subject to any easements or restrictions heretofore granted, to be known as **MONTERREY HILLS SUBDIVISION, SECTION 3**, and do hereby dedicate to the Public the use of the Streets and Easements as shown hereon.

Witness my hand this the ____ day of _____, 200___ A.D.

Dewberry Investments, Ltd.
white Bluff Development, LLC, General Partner
Clay Morgan, Managing Member

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the ____ day of _____, 200___ by Clay Morgan.

(SEAL) — Notary Public, State of Texas

Printed Name of Notary / Expires

STATE OF TEXAS
COUNTY OF BASTROP

I, Rose Pietsch, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing with the certificate of authentication was filed for record in my office on the ____ day of _____, 200___, A.D., at ____ o'clock ___M., and recorded on the ____ day of _____, 200___, A.D., at ____ o'clock ___M., in the Plat Records of said County in Cabinet ____, Page _____, of the plat records of Bastrop County, Texas.

Filed for record on the ____ day of _____, 200___, A.D.

Deputy

Rose Pietsch
County Clerk
Bastrop County, Texas

STATE OF TEXAS
COUNTY OF BASTROP

I, Rose Pietsch, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that on the ____ day of _____, 200___, A.D., the Commissioners' Court of Bastrop County, Texas, passed an order authorizing the filing for record of this plat and that said order has been entered into the minutes of said court, in Book _____, Page _____.

Witness my hand and seal of office of the County Court of Bastrop County, Texas, the ____ day of _____, 200___, A.D.

Rose Pietsch
Clerk of County Court
Bastrop County, Texas

© 2008 Dale L. Olson Surveying Company
ALL RIGHTS RESERVED

ITEM 19

TWO YEAR MAINTENANCE BOND

Bond No. PB03016800645

KNOW ALL MEN BY THESE PRESENTS:

THAT, DNT Construction, LLC of the City of Round Rock, State of Texas, as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under laws of the State of Pennsylvania, as Surety, are held and firmly bound onto County of Bastrop, as Obligee, in the sum of Three Hundred Twenty Two Thousand Two Hundred Thirty Six and 08/100 ($ 322,236.08), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on the day of , the Principal entered into a contact to construct El Dorado Water, Street, Drainage and Erosion Improvements for the County of Bastrop, Texas for the sum of Three Hundred Twenty Two Thousand Two Hundred Thirty Six and 08/100 ($ 322,236.08); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond for 10% of the value of said improvements or Three Hundred Twenty Two Thousand Two Hundred Thirty Six and 08/100 ($322,236.08) to protect the Obligee against the result of faulty materials or workmanship for a period of 24 months from the date of execution of this bond, or for a period of two (2) years from and after the date of the completion and acceptance of the work, whichever event occurs first.

NOW THEREFORE, if the Said Principal shall for a period of 24 months from the date of execution of this bond, or for a period of one (1) year from and after the date of the completion and acceptance of the work, whichever event occurs first, by said Obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligations shall be void; otherwise remain in full force and effect.

PROVIDED FURTHER, that any suit under this bond must be filed within Two (2) year(s) and a day of the end of the warranty period.

SIGNED, SEALED AND DATED this 15th day of July, 2020

PRINCIPAL: DNT Construction, LLC

BY: _____

(Principal's signature and Title)

Dean Tomme, President

Philadelphia Indemnity Insurance Company

(Surety's name) (Seal)

BY: _____

(Surety's signature and Title)

Jeremy Farque, Attorney In Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of July, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ITEM 20

QUOTE

Christine Files
Office of Emergency Management Deputy Director | Bastrop County
1501 Business Park Dr | Bastrop, TX 78602
(512) 303-4303 |
Christine.Files@co.bastrop.tx.us

cc: Leon Scafe leon.scaife@co.bastrop.tx.us

July 22, 2020

DIAMOND BUSINESS SERVICES, INC.
723 SW 7th Ave, Amarillo, TX 79101
806-373-41489 | 800-749-9025
Prepared by: Charlia Pence
charlia@diamondbusiness.net

Credit Limit: TBD/TX

DESCRIPTION

DBSUVT-TRMTF – Temperature Management Terminals

Captures User Photo and Temperature - customizable alerts

- Integrates face detection technology and non-contact temperature detection technology
- Non-contact wrist temperature detection module measurement range is between 86°F to 113°F with 0.18°F accuracy at a distance between 1/3" to 1"
- Fast facial detection time of less than 1sec when in the designated area
- Adjustable temperature detection threshold can be configured as desired
- PC software for data analysis and reporting including images with temperature noted
- Functional and ergonomic design provides fast and efficient temperature detection for comprehensive analysis of personnel in crowded areas
- Deep learning algorithm provides face detection accuracy rate > 99%; false rate < 1%
- Built-in learning dedicated chip supports local offline detection storage with 10,000 face capacity - before rewriting memory

MSRP $ 2,025.00/ea
TIPS Contract pricing $ 1,721.25/ea PN# ISG-UVT-TNRTF
1,721.25 x 12 = $20,655.00

Held Under : Identification Systems Group Contract # 181104 Photo ID Systems
**Installation and Training $ 650.00 depending on region
** No Additional Shipping charges will apply , if drop shipped to one location.

Floor Decals - Durable and removable 18" x 24"
MSRP $ 55.00 each **TIPS Pricing # 46.75 each PN# ISG-FL18234**
46.75 x 12 = $561.00

Total Project Pricing: $20,655.00 + $561.00 = **$21,216.00**

HUB
Statewide Historically Underutilized Business Program

ITEM 22

COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 07/27/2020

Discussion and possible action re: Request approval to sign a new service agreement with Waste Connections for the Bastrop County Jail; Leon Scaife

Dear Judge and Commissioners:

The Bastrop County Sheriff's Office is requesting the signing of a new service agreement with Waste Connections that raises the number of weekly pickups from two times a week to three times a week for their 10yard dumpsters. This request is due to an increased amount of trash at the jail due to COVID-19. The new monthly rate for the increased pickups and the remaining service schedule (from two times per week to three times per week) is as follows:

10 yard dumpster – 3 pickups per week = $377.98

8 yard dumpster – two pickups per week = $238.16

4 yard dumpster – one pickup per week = $109.87

The pickup schedule for the 8 yard and the 4 yard dumpsters will remain the same.

Staff recommends approval.

Service Agreement

WC OF TEXAS 9904 FM 812
Austin, TX 78719
Phone 512-282-3508
Fax 512-519-8176

Account Number
Site No. 1
PO# N/A
Reason Code Service Increase

Service Address.

Name 1	BASTROP COUNTY JUSTICE CENTER
Name 2	
Contact	ERIN NICKLE
Phone	(512) 549-5005
Fax	
Email	ERIN.NICKLE@CO.BASTROP.TX.US
Address 1	200 JACKSON ST
Address 2	
City	BASTROP
State	TX
Zip	78602

Billing Address.

Name 1	
Name 2	
Contact	ERIN NICKLE
Phone	(512) 549-5005
Fax	
Email	ERIN.NICKLE@CO.BASTROP.TX.US
Address 1	P O BOX 676
Address 2	
City	BASTROP
State	TX
Zip	78602

Service Information.

Account Number	5118183
Effective Date	
Delivery Date	

Billing Information.

Special Attention	
Related Accounts	

Existing Services

New Services.

Service	Quantity	Size	Freq	Amount	Schedule
FEL	1	8YD	2 x's/Wk	$238.16	
FEL	1	4YD	Weekly	$ 109.87	
FEL	2	10YD	3 x's/Wk	$ 377.98	

Notes.

WE ARE INCREASING SERVICES DAYS ON BOTH 10 YD CONTAINERS FROM 2XWK TO 3 XWK THE BASE RATE WILL BE $377.98 10% FRANCHISE FEE WILL BE APPPLIED (PAYMENT TERMS NET 30)

Payment Terms

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

TERMS: NET 30 DAYS

State and local taxes, governmental franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

Authorized Signatures.

Customer:		Contractor:	WC OF TEXAS
Signature:		Signature:	VIVIAN GONZALEZ
Print Name		Print Name:	VIVIAN GONZALEZ
Title:		Title:	CSR LEAD/MUNI REP
Date:		Date:	Friday, July 17, 2020

ITEM 23

COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 07/27/2020

Discussion and possible action re: Request approval to sign a 30 Day Extension with Hampton Inn (Soft Hotels, LLC) for the set pricing of room rates for Hotels for Hero's – COVID-19 response; Leon Scaife

Dear Judge and Commissioners:

Bastrop County signed an agreement with the Hampton Inn in Bastrop on April 9, 2020 and the agreement was ratified in Commissioner's Court on April 13, 2020, for the set room rate of $89.00 per night per room. The purpose of this agreement is to have a safe facility to offer any first responders or medical personnel that were working within the Community to help combat COVID-19. This individuals may not be able to return home to their families and Bastrop County EOC would be able to house them during a period of time that they may need to self-quarantine from their family members due to the risk of spreading COVID-19 from their job duties. Bastrop County made no guarantees as to the number of rooms or number nights through this agreement with the Hampton Inn. This 30 day extension runs from July 13, 2020 through August 12, 2020.

Staff recommends approval.

AMENDMENT TO CONTRACT

Set Rate Agreement between Bastrop County and Hampton Inn (DBA/Soft Hotels, LLC)

HAMPTON INN (DBA/ SOFT HOTELS, LLC.) §
THE COUNTY OF BASTROP§

On this 13th day of July 2020, Bastrop County, Texas (County) and Hampton Inn (Vendor), parties to a service agreement contract signed by Bastrop County Judge Paul Pape on April 9, 2020 and approved by the Bastrop County Commissioner's Court on April 13, 2020 for the 30 day fixed rate agreement for individual rooms per night at the Hampton Inn located at 240 S. Hasler Blvd., Bastrop, Texas 78602. The full scope of service is outlined in the attached Primary Contract between Bastrop County and Hampton Inn. The parties do hereby agree to an amendment of said agreement.

WHEREAS, the pandemic known as COVID-19 that has impacted Bastrop County, the State of Texas and the United States has surpassed the timeframe of this service agreement contract. Bastrop County desires to extend the timeframe of the before mentioned contract for an additional 30 days. The lease extension would run from July 13, 2020 through August 12, 2020. Bastrop County will be financially obligated to pay the vendor for any rooms that are rented to health care and first responders approved by Bastrop County for this 30 day time extension. Bastrop County makes no guarantees as to the number of rooms or nights during the 30 day extension period of this contract.

WHEREAS, Bastrop County will be terminating the service agreement contract with the Hampton Inn on August 12, 2020, at this time Bastrop County shall have no other financial obligations for the use of the rooms at the Hampton Inn. Only individuals listed by Bastrop County and submitted to the Hampton Inn, will be paid for by Bastrop County.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows;

1. The Patties hereby amend the timeframe of the service agreement contract as approved on April 13, 2020 to add a 30 day time extension to this agreement.

2. The Parties hereby affirm that, in all other respects, the Contract remains in effect as approved in Bastrop County Commissioner's Court on April 13, 2020.

In witness whereof, the County and the Contractor have made and have executed this Amendment to the Contract in multiple copies, each of which is an original.

BASTROP COUNTY:

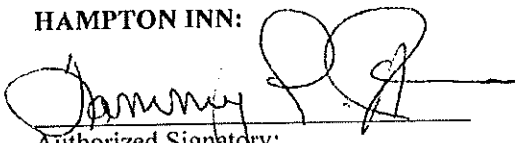
_____
Bastrop County Judge:

_____
Date:

ATTEST:

_____
Bastrop County Clerk:

HAMPTON INN:



Authorized Signatory:

7-9-20
Date:

ATTEST:

_____
Witness:

ITEM 24

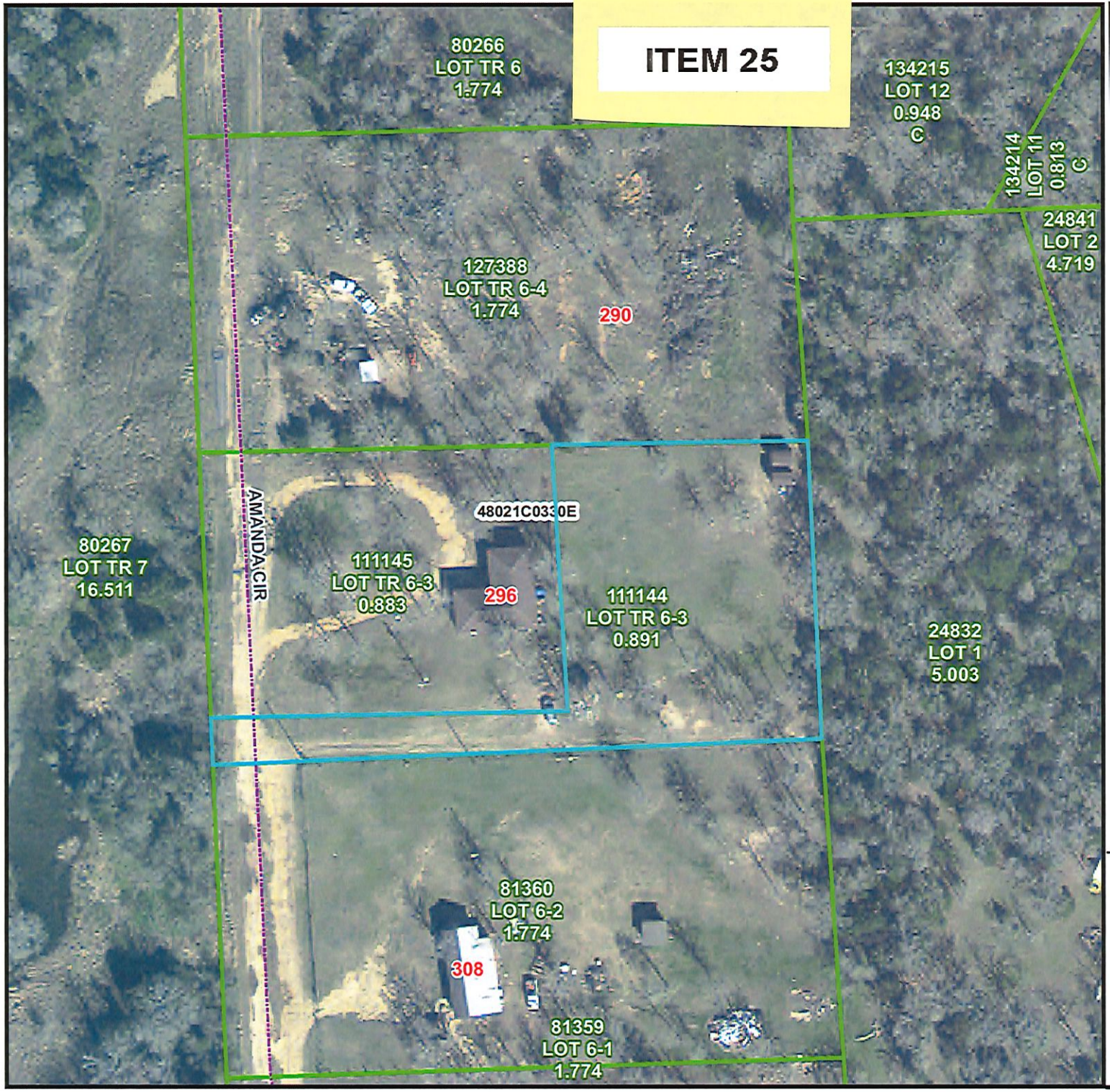
COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 07/27/2020

Discussion and possible action re: Request approval to negotiate and enter into a rate agreement with local hotels for any future housing needs within Bastrop County due to emergency situations; Leon Scaife

Dear Judge and Commissioners:

Due to COVID-19 Bastrop County OEM would not be able to open and operate a congregate shelter option in the event that Bastrop County sustained any type of emergency that would require sheltering of citizens. At this time I would ask for the Court's approval to negotiate and enter into an agreement with local hotels for a guaranteed rate lock for room rentals in the event that Bastrop County OEM needs to relocate or temporarily house Bastrop County Citizens. These agreements would not guarantee any number of rooms or nights that Bastrop County would be responsible for, it would only secure a guaranteed nightly rate to rent the rooms.

Staff recommends approval.



J Manuel Bangs Survey
PID: 111144
0.891 Acres

Legend
- FLOODWAY
- 500 YR
- A
- AE
- AO

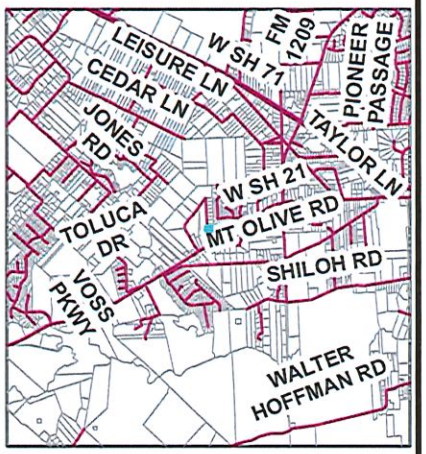
Flood Hazard Areas Colorado-Cummins
FLD_ZONE, ZONE_SUBTY
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- A

Flood Hazard Areas Middle Guadelupe
FLD_ZONE, ZONE_SUBTY
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- A
- Cedar Creek/Greens Creek Flood Study Area
- River
- Creeks & Streams

N

Map Produced: 07/15/2020

LOCATION MAP 1 in = 88 ft



BASTROP COUNTY
TEXAS

DISCLAIMER:
Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.886 ACRE (38,599 SQ. FT.) OUT OF A CALLED 1.774 ACRE TRACT SITUATED IN THE JOSE MANUEL BANGS SURVEY, ABSTRACT NO. 5, BASTROP COUNTY, TEXAS, AS CONVEYED TO THE RICKY L. WILSON AND CAROL A. WILSON REVOCABLE TRUST BY DEED RECORDED IN DOCUMENT NO. 200611417, B.C.O.P.R. SAID 0.886 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 1.774 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 1.774 ACRE TRACT AS CONVEYED TO GARY O'BRIEN JONES BY DEED RECORDED IN VOLUME 905, PAGE 75, B.C.O.R., LYING IN THE WEST LINE OF THE EFRAIN ESCOBEDO TRACT, BEING CALLED 4.72 ACRES, ALSO KNOWN AS LOT 1, CEDAR CREEK NINETY (UNRECORDED SUBDIVISION) AS REFERENCED BY BASTROP C.A.D. PROPERTY ID NO. R24832;

THENCE ALONG THE SOUTH LINE OF SAID 1.774 ACRE PARENT TRACT, SAME BEING THE NORTH LINE OF SAID JONES 1.774 ACRE TRACT, SOUTH 89°58'58" WEST, PASSING AT A DISTANCE OF 357.87' (RECORD: 358.78') A 1/2" IRON ROD FOUND, LYING IN THE EAST LINE OF A 60' ACCESS EASEMENT AS DESCRIBED IN VOLUME 888, PAGE 55, B.C.O.R., CONTINUING FOR A TOTAL DISTANCE OF 387.87' (RECORD: 388.78') TO A CAPPED 1/2" IRON ROD SET MARKING THE SOUTHWEST CORNER OF SAID 1.774 ACRE PARENT TRACT, SAME BEING THE NORTHWEST CORNER OF SAID JONES 1.774 ACRE TRACT, LYING IN THE CENTERLINE OF SAID 60' ACCESS EASEMENT, SAME BEING THE EAST LINE OF THE REMAINDER OF A CALLED 19.511 ACRE TRACT AS CONVEYED TO GLORIA HARRIS BENFORD, ET AL BY DEED RECORDED IN VOLUME 888, PAGE 55, B.C.O.R.,;

THENCE ALONG THE CENTERLINE OF SAID 60' ACCESS EASEMENT, THE WEST LINE OF SAID 1.774 ACRE PARENT TRACT AND THE EAST LINE OF SAID REMAINDER TRACT, NORTH 00°35'05" WEST, A DISTANCE OF 30.00' TO A CAPPED 1/2" IRON ROD SET FOR CORNER;

THENCE NORTH 89°58'58" EAST, A DISTANCE OF 227.43' TO A CAPPED 1/2" IRON ROD SET FOR AN INTERIOR ELL CORNER;

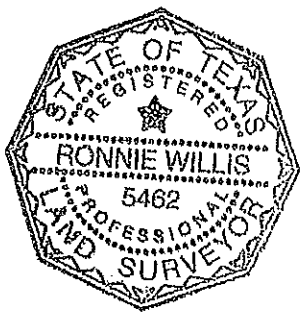
THENCE NORTH 00°52'11" WEST, A DISTANCE OF 168.87' TO A CAPPED 1/2" IRON ROD SET FOR AN EXTERIOR ELL CORNER, LYING IN THE NORTH LINE OF SAID 1.774 ACRE PARENT TRACT, SAME BEING THE SOUTH LINE OF THE REMAINDER OF A CALLED 19.511 ACRE TRACT AS CONVEYED TO JUANITA JONES, ET AL BY DEED RECORDED IN VOLUME 888, PAGE 55, B.C.O.R.;

THENCE ALONG THE NORTH LINE OF SAID 1.774 ACRE PARENT TRACT AND THE SOUTH LINE OF SAID REMAINDER TRACT, SOUTH 89°41'08" EAST, A DISTANCE OF 160.17' TO A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 1.774 ACRE PARENT TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID REMAINDER TRACT, LYING IN THE WEST LINE OF SAID LOT 1, CEDAR CREEK NINETY;

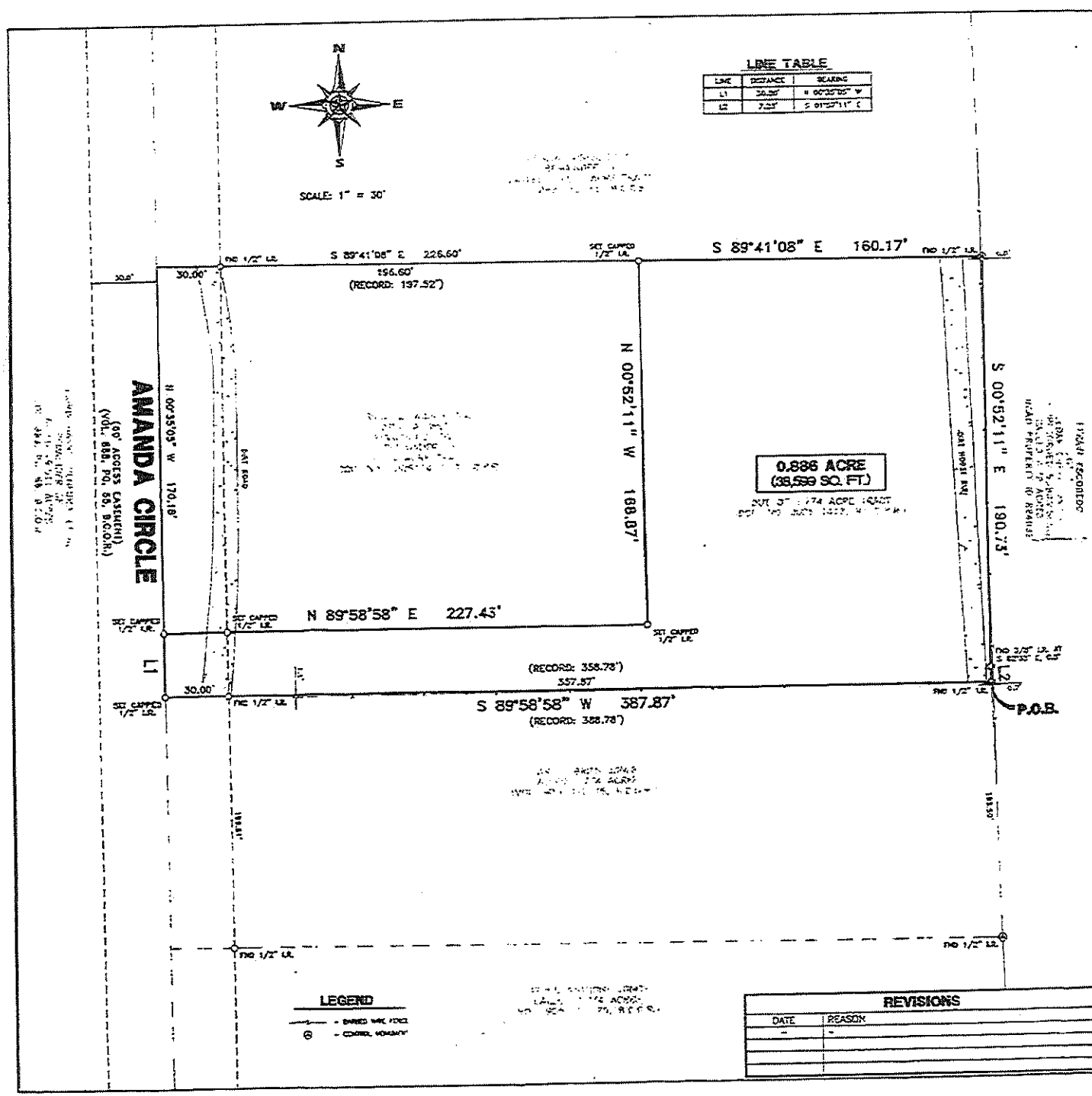
THENCE ALONG THE EAST LINE OF SAID 1.774 ACRE PARENT TRACT AND THE WEST LINE OF SAID LOT 1, CEDAR CREEK NINETY, SOUTH 00°52'11" EAST, A DISTANCE OF 190.73' TO AN ANGLE POINT, FROM WHICH POINT A 3/8" IRON ROD FOUND BEARS SOUTH 82°33' EAST, A DISTANCE OF 0.5';

THENCE CONTINUING ALONG THE EAST LINE OF SAID 1.774 ACRE PARENT TRACT AND THE WEST LINE OF SAID LOT 1, CEDAR CREEK NINETY, SOUTH 01°57'11" EAST, A DISTANCE OF 7.23' TO THE PLACE OF BEGINNING AND CONTAINING 0.886 ACRE (38,599 SQ. FT.) OF LAND.

RONNIE WILLIS
TEXAS R.P.L.S. NO. 5462
MARCH 20, 2007
JOB NO. 17340



SURVEY OF
0.886 ACRE (38,599 SQ. FT.) OUT OF A 1.774 ACRE TRACT SITUATED IN THE JOSE MANUEL BANGS SURVEY ABSTRACT NO. 5 BASTROP COUNTY, TEXAS



LEGAL DESCRIPTION

[illegible]

GENERAL NOTES

1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY.

2) ALL EASEMENTS ARE BASED ON THAT CERTAIN DEED OF RESTRICTION RECORDED IN VOLUME 888, PAGE 85, B.C.O.R.

3) THE SUBJECT PROPERTY IS LOCATED IN ZONE "X(UNSHADED)" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 481123 0330 E REVISED JANUARY 19, 2006. ZONE DETERMINATION WAS DONE BY GRAPHIC PLOTTING FROM THE FEMA MAP. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

4) 60' ACCESS EASEMENT BY VOLUME 888, PAGE 85, B.C.O.R.

5) THIS SURVEY WAS PREPARED FOR MORTGAGE PURPOSES ONLY AND MAY NOT CONSTITUTE A LEGAL PARTITION OF LAND IN ACCORDANCE WITH CITY, COUNTY OR STATE REGULATIONS, CODES OR ORDINANCES.

I, RONNIE WILLIS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN MY STATE OF TEXAS, WE HEREBY CERTIFY THAT THIS SURVEY WAS THIS MAP WAS ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON. THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN.

STATE OF TEXAS
REGISTERED
RONNIE WILLIS
3402
PROFESSIONAL
LAND SURVEYOR

3/21/07

REVISIONS

DATE	REASON
-	-

Windrose Services Land Austin
4120 COMMERCIAL CENTER DR
SUITE 380
AUSTIN, TEXAS 78744

ITEM 26

STATE OF TEXAS TODD HENRY

COUNTY OF BASTROP 3.649 ACRES

All that certain tract or parcel of land containing **3.649 acres** situated in the Thomas DeCrow Survey, A-27, in Bastrop County, Texas, adjacent to the Corporate Limits of the City of Smithville, and being part of that tract described as 24.416 acres in a deed from David Fuqua, et ux, to Pentric, Incorporated dated December 20, 2019 and recorded in County Clerk's File No. 201920234 of the Bastrop County Real Property Records, said **3.649 acre** tract being more particularly described by metes and bounds as follows:

Commencing at a point in the West right-of-way line of State Highway Loop 230 (120' wide right-of-way - Vol. 111, Pg. 600 - B.C.D.R.) for the North corner of Lot 25A of the A.G. Buescher Subdivision (Plat Cabinet 1, Slide 9B Bastrop County Plat Records) and the North corner of the David Fuqua "Tract 2" (Vol. 2257, Pg. 746 B.C.R.P.R.), said point having a coordinate value of N= 9,987,727.02 feet and E= 3,299,724.73 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83(2011), from which a 1/2" iron rod found bears North 02 degrees 41 minutes 51 seconds West, 0.29 feet;

Thence South 16 degrees 45 minutes 55 seconds East, 789.46 feet along said highway right-of-way line and the East line of said Fuqua "Tract 2" to a 1/2" iron rod found for the Southeast corner of the residual of said Fuqua tract, the Northeast corner of said 24.416 acre Pentric tract, the Northeast corner of the tract herein described and the **PLACE OF BEGINNING;**

Thence **South 16 degrees 45 minutes 55 seconds East,** continuing along said highway right-of-way line, **135.32 feet** to a point for the most Easterly Southeast corner of said 24.416 acre Pentric Incorporated tract, the Northeast corner of the residual of the (called) 2.269 acre Collis Armstrong tract (Vol. 457, Pg. 407 B.C.O.R.) and the most Easterly Southeast corner of the tract herein described, from which a 1/2" iron rod found bears South 73 degrees 17 minutes 36 seconds West, 0.54 feet;

Thence **South 73 degrees 17 minutes 36 seconds West,** departing said highway right-of-way, **231.68 feet** to a point for the Northwest corner of said Armstrong residual tract, an inside corner of said Pentric tract and an inside corner of the tract herein described, from which a 1/2" iron rod found bears North 73 degrees 17 minutes 36 seconds East, 0.44 feet;

Thence **South 02 degrees 41 minutes 51 seconds East, 38.61 feet** along the common line between said 24.416 acre Pentric tract and said Armstrong residual tract to a 1/2" iron rod set for the Southeast corner of the tract herein described, from which a 3/4" iron pipe bears South 02 degrees 41 minutes 51 seconds East, 340.96 feet;

Thence **South 75 degrees 02 minutes 27 seconds West,** departing said common line and severing said 24.416 acre Pentric tract, **706.84 feet** to a 1/2" iron rod set in the common line between said Pentric tract and the (called) 18.03 acre City of Smithville Airport tract (Vol. 1030, Pg. 306 B.C.O.R.) for the Southwest corner of the tract herein described;

Thence **North 09 degrees 44 minutes 17 seconds West, 180.80 feet** along said common line to a 1/2" iron rod found for the Southwest corner of the residual of the 136.788 acre David Fuqua tract (Vol. 2190, Pg. 191 B.C.R.P.R.), the Northwest corner of said 24.416 acre Pentric tract and the Northwest corner of the tract herein described, from which a 3/4" iron pipe found bears North 09 degrees 44 minutes 17 seconds West, 124.41 feet;

Thence **North 75 degrees 02 minutes 27 seconds East, 925.89 feet** along the common line between said Fuqua residual tract and said Pentric tract to the **PLACE OF BEGINNING** and containing **3.649 acres.**

Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (2011). Convergence = +01 degree 38 minutes 31 seconds. Combined factor = 1.0000176.

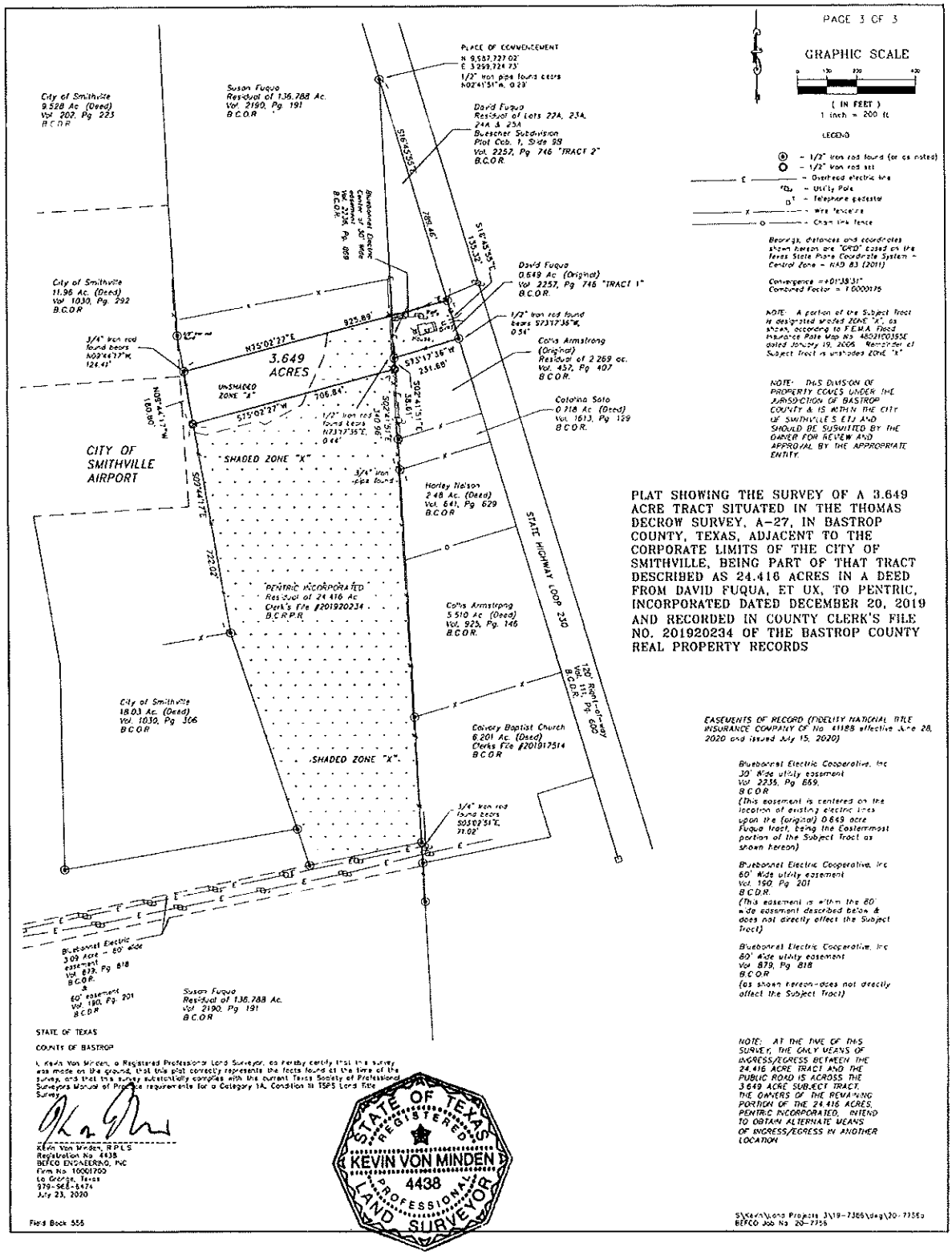
STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.
Firm No. 10001700
Consulting Engineering & Land Surveying

Kevin Von Minden, R.P.L.S.
Registration No. 4438
July 23, 2020
BEFCO Job No. 20-7756



GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft

LEGEND

- ⊛ = 1/2" iron rod found (or as noted)
- O = 1/2" iron rod set
- E ——— = Overhead electric line
- ◻ = Utility Pole
- ◻ = Telephone pedestal
- x ——— = Wire fence line
- o ——— = Chain link fence

Bearings, distances and coordinates shown hereon are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (2011)

Convergence = +01°38'31"
Combined Factor = 1.00009176

NOTE: A portion of the Subject Tract is designated shaded ZONE "X", as shown, according to F.E.M.A. Flood Insurance Rate Map No. 48021C0135E dated January 19, 2006. Remainder of Subject Tract is unshaded ZONE "A"

NOTE: THIS DIVISION OF PROPERTY COMES UNDER THE JURISDICTION OF BASTROP COUNTY & IS WITH THE CITY OF SMITHVILLE'S ETJ AND SHOULD BE SUBMITTED BY THE OWNER FOR REVIEW AND APPROVAL BY THE APPROPRIATE ENTITY.

PLAT SHOWING THE SURVEY OF A 3.649 ACRE TRACT SITUATED IN THE THOMAS DECROW SURVEY, A-27, IN BASTROP COUNTY, TEXAS, ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF SMITHVILLE, BEING PART OF THAT TRACT DESCRIBED AS 24.416 ACRES IN A DEED FROM DAVID FUQUA, ET UX, TO PENTRIC, INCORPORATED DATED DECEMBER 20, 2019 AND RECORDED IN COUNTY CLERK'S FILE NO. 201920234 OF THE BASTROP COUNTY REAL PROPERTY RECORDS

EASEMENTS OF RECORD (FIDELITY NATIONAL TITLE INSURANCE COMPANY OF No. 41188 effective June 28, 2020 and issued July 15, 2020)

*Bluebonnet Electric Cooperative, Inc
30' Wide utility easement
Vol. 2235, Pg. 869,
B.C.O.R.
(This easement is centered on the location of existing electric lines upon the (original) 0.649 acre Fuqua tract, being the Easternmost portion of the Subject Tract as shown hereon)*

*Bluebonnet Electric Cooperative, Inc
60' Wide utility easement
Vol. 190, Pg. 201
B.C.O.R.
(This easement is within the 80' wide easement described below & does not directly affect the Subject Tract)*

*Bluebonnet Electric Cooperative, Inc
60' Wide utility easement
Vol. 879, Pg. 818
B.C.O.R.
(as shown hereon-does not directly affect the Subject Tract)*

NOTE: AT THE TIME OF THIS SURVEY, THE ONLY MEANS OF INGRESS/EGRESS BETWEEN THE 24.416 ACRE TRACT AND THE PUBLIC ROAD IS ACROSS THE 3.649 ACRE SUBJECT TRACT. THE OWNERS OF THE REMAINING PORTION OF THE 24.416 ACRES, PENTRIC INCORPORATED, INTEND TO OBTAIN ALTERNATE MEANS OF INGRESS/EGRESS IN ANOTHER LOCATION

STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of the survey, and that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition III TSPS Land Title Survey.

Kevin Von Minden, RPLS
Registration No. 4438
BEFCO ENGINEERING, INC
Firm No. 10001700
La Grange, Texas
979-968-6474
July 23, 2020

STATE OF TEXAS
REGISTERED
KEVIN VON MINDEN
4438
PROFESSIONAL
LAND SURVEYOR

Field Book 556

S:\Kevin\Land Projects 3\19-7386\dwg\20-7756
BEFCO Job No. 20-7756

Joey Sherman

DO 1

From: Robert Williams
Sent: Friday, July 17, 2020 1:24 PM
To: Joey Sherman; Christopher Wolf
Cc: Robert Williams
Subject: Water Line Estimate

70 – 1 ½" Sch 40 PVC bell end pipe 20' joints	$1260.00
15 - 1" Sch 40 PVC bell end pipe 20' joints	$ 116.85
10 - 1" elbows	$ 11.49
5 - 1" tees	$ 6.94
5 - 1" coupling	$ 5.45
1 - 1 ½" x 1" reducing tee	$ 1.19
1 – 1 ½" end cap	$ 1.89
4 - PVC Glue and Primer	$ 36.18
Total:	$1449.99

These prices were obtained from McCoy's retail website and do not include a discount or tax. Pipe includes a 5% overage in length. I was unsure of the needed connection at the meter and that part is not included.

Robert Williams
Crime Prevention Officer | Bastrop County
200 Jackson St | Bastrop, TX 78602
(512) 549-5054 | robert.williams@co.bastrop.tx.us | http://www.co.bastrop.tx.us

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DO 2

BASTROP COUNTY INFRASTRUCTURE REQUIREMENTS FOR LODGING & RECREATIONAL VEHICLE PARK DEVELOPMENTS

SECTION I

GENERAL AUTHORITY

1. AUTHORITY

These Regulations are and shall be deemed to be an exercise of power of the Commissioners Court, Bastrop County, Texas, over "county business" as conferred upon it by Article 6626a, Vernon's Annotated Codes and Statutes (V.A.C.S.), originally, and subsequently by Articles 60702-1, Article 6626aa, and Article 6626c-d, V.A.C.S., all as provided for in Article V, Section 18, Texas Constitution.

Bastrop County is defined as an urban county with authority granted under Subchapter A and E of Chapter 232 of the Texas Local Government Code.

All authority specifically provided to Bastrop County by, or agreed to between Bastrop County and other local, state and/or federal agencies shall be applied to the fullest extent. Specific permitting requirements are subject to interlocal agreements relating to the extraterritorial jurisdictions between Bastrop County and the incorporated cities.

2. PURPOSE

The Commissioners Court of Bastrop County, Texas, finds that lodging & recreational vehicle park developments, as defined below, are subdivisions under Chapter 232, Texas Local Government Code. This position is upheld by Texas Attorney General Opinion GA-1007 dated May 13, 2013.

The Commissioners Court further finds that the 2020 Bastrop County Infrastructure Requirements for Lodging & Recreational Vehicle Park Developments herein are reasonable and necessary to promote the health, safety, morals, or general welfare of the county and the safe, orderly, and healthful development of the unincorporated area of the county.

3. ENFORCEMENT AND PENALTIES

Any violation of this policy will be enforced by available civil, criminal, or administrative remedies allowable under state law at the time that a violation occurs.

a. Texas Local Government Code §232.005, as amended, provides for the enforcement of State subdivision laws and of these regulations.

b. A person commits an offense if that person knowingly or intentionally violates a requirement of these Regulations. Such offense is a Class B misdemeanor.

c. Under Texas law, a person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense. Thus, any person who assists in violating these Regulations may also face criminal penalties.

d. At the request of the Commissioners Court, the county attorney or other prosecuting attorney for the county shall have the power to enforce these Regulations by filing an action in a court of competent jurisdiction.

4. OTHER REGULATIONS

These requirements are not the exclusive law or regulation controlling development in Bastrop County. The following is only a partial list of other regulations that may apply.

a. Lodging & Recreational Vehicle Park Developments are subject to the Bastrop County Subdivision and Development Rules and Regulations. All subdivisions within the Extra Territorial Jurisdiction (E.T.J.) of an incorporated city may also be subject to city subdivision regulations or County-City Interlocal Agreement. In such instances where subdivision platting authority is granted to the City under an Interlocal Agreement but the City does not regulate Lodging & Recreational Park Developments in the ETJ, the County Regulations shall apply.

b. Developments are subject to laws and regulations of general applicability, including public health nuisances under Chapters 341 and 343 of the Texas Health and Safety Code. The Operator must address solid waste disposal, rodent/insect harboring, fly breeding and improper water and wastewater disposal in accordance with these Chapters.

c. Other agencies with regulatory authority that may apply to Developments include, but are not limited to, Emergency Services Districts, Groundwater Districts, Texas Commission on Environmental Quality, Public Utilities Commission, United States Fish and Wildlife Service, Environmental Protection Agency, and U.S. Army Corp of Engineers.

d. Other Bastrop County regulations and standards including, but not limited to, the Bastrop County Flood Damage Prevention Order and Bastrop County Driveway Standards.

e. Issuance of a Certificate of Compliance under these requirements does not indicate compliance with regulations or requirements of other agencies or entities.

5. BASTROP COUNTY PERMITS REQUIRED

The following is only a partial list of other permits that may be required and is not the exclusive law or regulation controlling development in Bastrop County.

a. Bastrop County Development Permits will be required for all permanent structures in the Development.

b. In the event that on-site sewage facilities (OSSF) are planned, an OSSF permit from Bastrop County will be required if the estimated sewage flow does not exceed 5,000 gallons per day (gpd).

c. If the Development is located off of a County Road, a Bastrop County Driveway Permit is required.

SECTION II

DEFINITIONS AND ACRONYMS

For the purpose of these Regulations, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section. All other words and terms shall have their usual force and meaning.

1. CERTIFICATE OF COMPLIANCE - A certificate, from Bastrop County, that the Development is in compliance with the Bastrop County Infrastructure Requirements for Lodging & Recreational Vehicle Park Developments.

2. GRANDFATHERED LODGING DEVELOPMENT or RECREATIONAL VEHICLE PARK - A Lodging Development or Recreational Vehicle Park that was either in operation before the adoption of the these regulations or for which a written application for a permit was filed with Bastrop County before the adoption of the 2020 rules.

3. DEVELOPMENT – LODGING DEVELOPMENT, RECREATIONAL VEHICLE PARK, or COMBINED DEVELOPMENT - Any lot or tract of land designed to accommodate more than two Lodging Development Units (as defined herein), Recreational Vehicles (as defined herein), Tiny Houses (as defined herein), or combination of Lodging Development Units, Recreational Vehicles, and Tiny Houses; and which exists as a privately owned and operated enterprise, with or without charges, occupied or intended to be occupied for dwelling or sleeping purposes for any length of time.

4. LODGING DEVELOPMENT UNIT. Any structure, temporary or permanent, including a Tiny House (as defined herein), intended, or adapted, for use as residential dwellings.

5. OPERATOR – The person in charge of operating any Manufactured Home Rental Community, Recreational Vehicle Park, either under written or verbal (oral) lease, or any other arrangement whereby he or she exercises control over the premises.

6. OWNER – The person who holds title to the lot, or tract of land on which a Lodging or Recreational Vehicle Park is constructed or operated, as shown in a deed recorded in the County Clerk's official records.

7. PERSON - Any natural individual, firm, trust, partnership, association, or corporation.

8. RECREATIONAL VEHICLE (RV) - Includes any of the following:

    a. CAMPING TRAILER - A folding structure mounted on wheels and designed for travel, recreation, and vacation use.

    b. MOTOR HOME - A portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self- propelled vehicle.

    c. PICKUP COACH - A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.

    d. TRAVEL TRAILER - A vehicular structure built on a chassis with body width not to exceed eight feet and body length less than 46 feet, that structure designed to be transported and intended for human occupancy as a dwelling for short periods of time and containing limited or no kitchen or bathroom facilities.

    e. TINY HOUSE ON WHEELS – See definition.

9. RECREATIONAL VEHICLE PARK (RV Park) - Any lot or tract of land designed to accommodate two or more recreational vehicles, as defined, and which exist as a privately owned and operated enterprise with or without charges for the parking of recreational vehicles occupied or intended to be occupied for dwelling or sleeping purposes for any length of time.

10. RECREATIONAL VEHICLE SPACE - A plot of land within a recreational vehicle park designed for the accommodation of one recreational vehicle.

11. SPACE - A plot or tract of land within a Development designed for the accommodation of one Lodging Development Unit, Recreational Vehicle, or Tiny House.

12. STREETS AND ROADS - A public road, a private drive, or any other avenue of ingress or

egress intended to provide access to all or any part a Lodging or Recreational Vehicle Park consisting of more than one space.

13. TINY HOUSE - Any residential structure under 400 square feet, whether on wheels or secured to a foundation. A Tiny House on wheels shall be treated as a Recreational Vehicle for purposes of these requirements. A Tiny House secured to a foundation shall be treated as a Lodging Development Unit for purposes of these requirements.

SECTION III

ADMINISTRATION

1. The Commissioners Court of Bastrop County shall administer these requirements and delegates the initial review process to the Bastrop County Development Services department.

2. The Owner of a lot or tract of land located in Bastrop County outside the city limits of a municipality who intends to use the land for a Lodging or Recreational Vehicle Park Development must prepare an Infrastructure Development Plan (IDP) that complies with the minimum infrastructure requirements that are set out below in Section IV.

3. The Owner of Grandfathered Lodging Development or Recreational Vehicle Park planning an expansion of the Development must prepare an Infrastructure Development Plan (IDP) for said expansion that complies with the minimum infrastructure requirements that are set out below in Section IV.

4. Prior to submitting a Lodging & Recreational Vehicle Park Development Application, a Pre-Application Meeting with Bastrop County Development Services Staff is REQUIRED. The owner or his designated agent should present a draft IDP for general discussion of the requirements with the owner or agent.

5. Prior to beginning any construction, the owner must submit the required number of hard copies and one (1) digital copy, in PDF format, of the IDP along with Lodging & Recreational Vehicle Park Development Application and required fees to Bastrop County Development Services. A Lodging & Recreational Vehicle Park Development Application MUST be filled out in its entirety prior to submission. Incomplete applications will not be processed and will be returned to the Applicant.

6. Once a Complete Application has been received, Bastrop County will conduct an Administrative Review for accuracy and completeness within 10 business days. An Administratively Complete Application will be filed with Bastrop County. Per Texas Local Government Code 232.0025, Bastrop County will complete a 30- day review. Any comments, revisions, questions, or alterations will be addressed during that review time.

7. Bastrop County Development Services will review and provide a recommendation for, or against, approval to Commissioners Court. Final approval, or disapproval, is by Commissioners Court. Construction may not begin before the IDP is approved by Commissioners Court.

8. Upon Completion of the 30-day review, a Letter of Approval, Approval with Conditions or Disapproval will be issued to the Owner and/or Owner's authorized agent. If the IDP is approved, construction may begin immediately. If the IDP is rejected, the written rejection shall specify the reasons for the rejection and the actions required for approval of the IDP. The failure to reject an IDP within the period prescribed by this subsection constitutes approval of the IDP.

9. Bastrop County Development Services staff, as well as any other person designated by either Bastrop County Development Services or the Commissioners Court, may inspect the infrastructure at any reasonable time during construction. The Owner and his agents shall not hinder such inspections.

10. On completion of construction, the Owner shall confirm in writing to the County that the infrastructure is complete, and a final inspection must be completed no later than the fifth business day after the said notice is received by the County's inspector. If the inspector determines that the infrastructure does not fully comply with the IDP, the Owner shall be given an opportunity to cure the defects. On completion of curative actions, the Owner must request another inspection.

11. When the County inspector determines that the infrastructure complies with the IDP, a Certificate of Compliance will be issued.

12. A utility may not provide utility services, including water, sewer, gas, and electric services, to a Development or to a Lodging Unit, Recreational Vehicle, or Tiny House in a development covered by these rules unless the Owner provides the utility with a copy of the Certificate of Compliance.

SECTION IV

REQUIREMENTS FOR INFRASTRUCTURE DEVELOPMENT PLAN

The Infrastructure Development Plan (IDP) for a Lodging & Recreational Vehicle Park Development must include each of the following:

1. ROAD FRONTAGE

The real property on which the development is being constructed must have a minimum forty feet (40') of deeded frontage on a county maintained public road or a minimum of sixty feet (60') on a state maintained public road.

2. SITE Plan

A site plan signed and sealed by a Professional Engineer or a Licensed Surveyor identifying the proposed Development's boundaries including any significant features and the proposed location of:

a. Lodging Development Units and Recreational Vehicle Spaces, which shall be numbered sequentially,

b. utility easements,

c. roads,

d. set back lines,

e. parking spaces,

f. dumpsters,

g. public or common areas,

h. buildings,

i. septic dump stations,

j. septic systems, including drain fields (if applicable),

k. water wells (if applicable),

l. location of water supply lines,

m. location of natural gas supply lines (if applicable),

n. location of electric supply lines,

o. the location, in Bastrop County, of the proposed Development,

p. a window insert depicting, to scale, the average Space, with its hard surface

q. the Special Flood Hazard Area, if any, and

r. drainage features, if any.

s. The survey may also contain features to help provide additional information required by these requirements.

3. DRAINAGE

Reasonably specific plans to provide adequate drainage in accordance with standard engineering practices, including specifying necessary drainage culverts and identifying areas included in the Special Flood Hazard Area. The placement of any structure within the regulatory floodplain shall be in accordance with the Bastrop County Flood Damage Prevention Order. A drainage study is required as part of the application. The requirements of the drainage study are set forth in Subdivision Regulations for Bastrop County.

4. WATER

Either:

a. Public Water: Reasonably specific plans to provide an adequate public or community water supply, including specifying the location of supply lines, in accordance with Subchapter C, Chapter 341, Texas Health and Safety Code. If water is to be provided by a utility, a certification by the utility that water is available for each of the Units/Spaces must be submitted with the IDP; or

b. Private Water: Provide certification that adequate groundwater is available for the Development. The Operator is required to provide a statement from the impacted groundwater district that certifies that adequate ground water is available for the subdivision if water is not to be provided by a public or private provider. (Lack of certification that suitable and adequate groundwater is available is grounds for denial of IDP approval, if groundwater is the proposed source of water). A note shall be placed on the IDP that groundwater is to be the source of water.

5. POWER

A letter from the local electrical utility, and natural gas utility if natural gas connections will be furnished, stating that sufficient service for all Units/Spaces is available must be submitted with the IDP.

6. SEWAGE

One of the following:

a. Public Sewage: Reasonably specific plans to provide access to sanitary sewer lines, including specifying the location of sanitary sewer lines. If sewage treatment is to be

provided by a utility or municipality, a certification by the provider that service for each of the planned Units/Spaces is available must be submitted with the IDP; or

b. On-Site Sewage: Reasonably specific plans for providing on-site sewage facilities in accordance with Chapter 366, Texas Health and Safety Code.

(1) Estimated sewage flow does not exceed 5,000 gallons per day (gpd): The plans must meet minimum standards established under Title 30, Texas Administrative Code, Chapter 285.4 of the OSSF rules and the On-Site Sewage Facility Rules for Bastrop County and shall be permitted by Bastrop County; or

(2) Estimated sewage flow exceeds 5,000 gallons per day: Provide reasonably specific plans for providing sewage treatment and disposal under Chapter 26 of the Texas Water Code. Approval by Texas Commission on Environmental Quality, or its designated agent for Bastrop County, must be submitted with the IDP.

c. If the sewage is to be treated in some other way, approval by the relevant government agency that is to license or inspect the treatment facilities must be submitted with the IDP.

7. ROADS

Reasonably specific plans for streets or roads in the Development to provide ingress and egress for fire and emergency vehicles, providing, at a minimum, that:

a. Roads shall be designated and signed as either one-way or two-way.

b. The improved surface of one-way roads shall be at least fifteen feet (10') wide.

c. The improved surface of two-way roads shall be at least twenty-two feet (20') wide.

d. Roads shall either be looped or end in a cul-de-sac of ninety feet (40') diameter.

e. Roads shall be not less than nine inches (9") of base material compacted to six inches (6").

f. Roads shall be designed, constructed and maintained so as to be passable to recreational and emergency vehicles at all times, in all weather.

g. The entrance to the Development shall be designed to minimize congestion and hazards and allow free movement of traffic on adjacent streets.

h. If the Development is located off of a County Road, an application for a Driveway Permit, with the proper fee, must be submitted with the IDP.

i. If the Development is located off of a State Highway, the approved Texas Department of Transportation (TxDOT) Driveway Permit must be submitted with the IDP. If the permit is not available at the time of application, written correspondence from TxDOT is required demonstrating that the proposed location has been coordinated with TxDOT and that it is agreeable and any contingent conditions for approval.

8. SET BACKS

Building Set Backs, including any part of a Lodging Development Unit, Recreational Vehicle, or Tiny House on a Space, shall be:

a. Not less than twenty-five feet (25') from a public right-of-way,

b. Not less than fifteen feet (15') from a property line,

c. Not less than ten feet (10') from an internal road,

d. Not less than twenty feet (20') between each Lodging Development Unit or Recreational Vehicle, with slide-outs extended.

9. LODGING DEVELOPMENT SPACES

Each Lodging Development Space shall:

a. Afford parking and maneuvering space sufficient so that the parking, loading, and the like, of vehicles shall not necessitate the use of any public right-of-way or privately owned property which may abut the Development or the unreasonable use of any interior road.

b. For purposes of this subsection, a Tiny House which is secured to a foundation shall be considered to lie within a Lodging Development Space.

10. RECREATIONAL VEHICLE SPACES

Each recreational vehicle space shall:

a. Afford parking and maneuvering space sufficient so that the parking, loading, and the like, of Recreational Vehicles shall not necessitate the use of any public right-of-way or privately owned property which may abut the Development or the unreasonable use of any interior road.

b. If provided with electrical service, be so served through an underground distribution system.

c. Include a hardened area of not less than 12 feet by 40 feet (12' x 40'), improved with compacted crushed road base material, adequate to support the weight of the Recreational Vehicle, so as to not heave, shift, or settle unevenly under the weight of the Recreational Vehicle due to frost action, inadequate drainage, vibration or other forces.

d. For purposes of this subsection, a Tiny House on wheels shall be treated as a Recreational Vehicle.

11. SERVICE BUILDINGS, LAUNDRY AND SANITATION FACILITIES

Each Development which has Lodging Development Units not equipped with integral toilet and bathing facilities or which allows Recreational Vehicles not equipped with integral toilet and bathing facilities shall provide one or more service buildings for the use of tenants.

a. The service buildings shall provide for:

- One flush toilet for women;
- One flush toilet for men;
- One lavatory for women;
- One lavatory for men;
- One shower and dressing accommodation for women, provided in an individual compartment or stall;
- One shower and dressing accommodation for men, provided in an individual compartment or stall;
- One clothes washing machine;
- One clothes dryer; and
- One mud sink, not less than fourteen by fourteen inches square (14" x 14") and fourteen inches (14") deep.

b. These amenities shall accommodate not more than ten (10) Lodging Development Units. For each additional ten (10) Lodging Development Units, or fraction thereof, one flush toilet, one lavatory, and one shower with individual dressing accommodations shall be provided for each gender, along with laundry facilities as described above.

c. These amenities shall accommodate not more than fifty (50) Recreational Vehicle Spaces. For each additional thirty (30) Recreational Vehicle Spaces, or fraction thereof, one flush toilet, one lavatory, and one shower with individual dressing

accommodations shall be provided for each gender, along with laundry facilities as described above.

d. For the purposes of this section, only Lodging Development Units not equipped with self- contained toilet and bathing facilities shall be counted, and only Recreational Vehicle Spaces allowing Recreational Vehicles not equipped with self-contained toilet and bathing facilities shall be counted.

e. All facilities shall comply with the Americans with Disabilities Act (ADA).

f. Service buildings housing sanitation or laundry facilities shall be permanent structures which comply with all applicable laws and ordinances regulating buildings, electrical installation, plumbing, and sanitation systems, and shall comply with State and Federal Regulatory Requirements.

12. UTILITIES

a. All water, sewage, and gas lines servicing Lodging Development Units, Recreational Vehicle Spaces, and service buildings shall be buried.

b. All electrical lines servicing Recreational Vehicle Spaces shall be buried in accordance with the latest edition of the National Electrical Code.

c. All electrical lines servicing Lodging Development Units or service buildings shall be installed in accordance with the latest edition of the National Electrical Code.

13. EMERGENCY SERVICES DISTRICT. If located in an Emergency Services District, a letter from the Emergency Services District stating that the proposed Development meets its regulations (if any) must be submitted with the IDP.

14. IDENTITY OF OPERATOR. The Operator will identify itself by name, address, telephone number, and e-mail address. The Operator has a continuing obligation to keep the County informed, in writing, of any changes in this information.

15. FIRE SUPPRESSION.

a. Where a water line of six inch (6") diameter or greater is along the road adjacent to or across from the proposed Development, and is available for service to the proposed Development, the Operator shall place fire hydrants to the specifications of the State Board of Insurance Standards, or local standards as applicable. Fire hydrants placed in the Development shall have at least two (2) two and one-half inch (2.5") outlets with National Standard Treads (N.S.T.) and one (1) larger outlet for the local fire department.

b. In a Development that is served by fire hydrants as part of a centralized water system certified by TCEQ as meeting minimum standards for water utility services, fire hydrants

shall be located on or within ten feet (10') of a road, not more than 1,000 feet (1000') apart, and no road frontage of any Lodging Development Unit or Recreational Vehicle Space shall be more than 500 feet (500') from an approved fire hydrant. The fire hydrants shall be on a minimum six inch (6") main and flow at 250 GPM for two (2) hours sustained. The fire protection system shall be designed and certified by a professional engineer certifying that these requirements have been met. The design and certification shall be provided as part of the application for the Development. A signed statement by a registered professional engineer certifying that these requirements have been met shall be on the IDP.

c. In a Development that IS NOT SERVED BY FIRE HYDRANTS, and IS NOT PART OF A CENTRALIZED WATER SYSTEM certified by TCEQ as meeting minimum standards for water utility services, the Operator shall provide water storage as follows:

   - For a Development of fewer than 50 Units, Spaces, or combination thereof: 2,500 gallons of storage; or
   - For a Development of 50 or more Units, Spaces, or combination thereof: 5,000 gallons of storage.

d. The water storage tank shall:

   - Hold the minimum amount of water storage as required;
   - Be vented;
   - Be made of non-metallic materials;
   - Be on a foundation that will support the tank at full storage capacity;
   - Be adjacent to a public road in the Development, and the land on which it rests must be burdened with an easement allowing access to the water storage tank for purposes of maintaining, repairing, replacing, filling, or draining it;
   - Be secured to prevent unauthorized access;
   - Have a minimum two and one-half inch (2 ½") coupling of the type used for fire hoses; and
   - Have signage displayed, on its side visible to the road, indicating that it contains non-potable water.

e. If approved, the requirement for water storage may be met or offset with permanent on-site water features. Provide an engineer's certification of the amount of water available for fire suppression. Detention ponds will not be considered for this purpose

f. The location(s) of the water storage tank(s) and access easement(s) shall be shown on the IDP.

g. The Operator will, upon installing the water storage tank(s), fill it with water to demonstrate that it will hold water. The Operator may not remove the water, and has to keep the water storage tank(s) filled.

h. Bastrop County has no obligation to maintain, repair, replace or fill the water storage tank(s).

i. The water storage tank(s) must be installed, filled and pass inspection prior to any Lodging Development Units or Recreational Vehicle Spaces being occupied.

16. RECOMMENDATION FOR APPROVAL OR DISAPPROVAL OF IDP

Bastrop County Development Services will review the materials submitted by the Operator. The County Engineer will make a recommendation to Commissioners Court for approval or disapproval of the Infrastructure Development Plan (IDP) for a Lodging & Recreational Vehicle Park Development

SECTION V

VARIANCES

The Bastrop County Commissioners Court may grant a variance when strict application of these requirements would work an unusual hardship. The Commissioners Court may attach such conditions to the granting of a variance as deemed necessary to further the purpose of these Standards.

a. A developer may, prior to submitting an IDP, request in writing that Bastrop County grant a variance as to any rule, except for fees. The variance request must be resolved prior to submission of the IDP application. Bastrop County will not approve a variance request that is in opposition to any covenants or deed restrictions.

b. An application for a variance shall be determined to be complete when the Lodging and Recreational Vehicle Park Development Variance Application and all required materials and fees are received by Bastrop County Development Services.

c. The Bastrop County Engineer will consider the application for variance and make a recommendation to Commissioners Court.

d. Commissioners Court will make the final decision about the variance application.

e. After Commissioners Court makes its decision, the Operator may, within one (1) year after the date the variance is allowed by Commissioners Court, file an application and IDP that includes the variance allowed by Commissioners Court.

f. The Operator may not file an application and IDP that is contingent upon the allowance of a variance that has not already been before Commissioners Court.

g. When a variance is approved by Commissioners Court, the Operator must complete the action for which a variance was granted within one (1) calendar year from the date it is granted, or the variance will expire.

SECTION VI

LODGING & RECREATIONAL VEHICLE PARK DEVELOPMENT REQUIREMENTS

The requirements described herein govern the development, operation, and maintenance of Lodging & Recreational Vehicle Park Developments, as previously defined.

1. DEVELOPMENT AND OPERATION

   a. The Operator shall display the name of the Development with a sign at least twenty-four inches (24") high and plainly visible from the public road. The characters on the Development sign shall be reflective, at least three inches (3") high, and plainly visible from the public road. The Operator shall maintain the Development sign and shall not allow it to be obscured by weeds, vehicles, or anything else.

   b. The Operator shall mark with a sign each Unit and Space, with its number taken from the Survey described at IV.2.a above. The characters on each Space sign shall be reflective, at least three inches (3") high, and plainly visible from the road. The Operator shall maintain each Space sign, and shall not allow it to be obscured by weeds, vehicles, or anything else.

   c. The Operator shall keep all internal roads clear of obstructions, including parked vehicles, at all times.

   d. The Operator shall keep all service buildings required under IV.11 above (if any) clean and in good repair at all times.

   e. The Operator shall require that water discharged in the Development by a Recreational Vehicle, Lodging Development Unit, or Tiny House, except air conditioning condensation, flow into the sewage system.

   f. The Operator shall not allow the waste tanks of a Recreational Vehicle to be flushed in the Development unless the flush water flows into the sewage system or into a holding

tank the contents of which are removed in compliance with State and local law and regulations.

g. All spaces and common areas shall be kept mowed and free of high grass and weeds or other conditions that harbor insects, rodents or other conditions that pose a threat to the health, safety, or welfare of the occupants or Bastrop County citizens.

h. All rental spaces and all common areas shall be kept clear of all waste, trash, inoperative motor vehicles and other unsanitary, unhealthful, unsightly and nuisance conditions.

2. TRASH AND WASTE COLLECTION AND DISPOSAL

a. The storage, collection and disposal of refuse in the Development shall be so conducted as to create no health hazards.

b. Refuse collection containers shall be provided in such a manner as to prevent containers from being tipped, to minimize spillage and container deterioration. The Operator shall keep the area around the refuse collection containers clean at all times.

c. All Lodging & Recreational Vehicle Park Development shall be served by a public or commercial waste collection and disposal service that collects all trash and rubbish at least once weekly. It shall be a condition of occupancy that all tenants agree to be served by such service.

d. If the minimum container capacity is insufficient to accept 100% of the solid waste generated by the tenants of the Development, the Operator shall either increase the frequency of collection and disposal or increase the number of containers.

e. The Operator shall not allow any burning of garbage, or other disposal of garbage, except into the authorized containers. For the purposes of this section, dry materials that have been segregated and stored in a sanitary manner for recycling shall not be considered garbage.

3. BOTTLED GAS

a. Bottled gas for cooking purposes shall not be used at individual Lodging Development Units or Recreational Vehicles unless the containers are properly connected by copper or other suitable metallic tubing.

b. Bottled gas cylinders shall be securely fastened in place.

c. State and local regulations applicable to the handling of bottled gas and fuel oil apply.

4. FIRE PROTECTION

a. No open fires shall be permitted, except that this shall not be construed to prevent outdoor cooking in an approved pit or grill.

b. No part of a Lodging Development Unit or Recreational Vehicle Space shall exceed one hundred fifty feet (150') from the improved surface of an interior road.

c. No "flag tract" Space shall be allowed.

d. The Operator shall be responsible for maintaining the entire area of the Development free of dry brush, leaves, grass and weeds.

SECTION VII

SUSPENSION OF CERTIFICATE OF COMPLIANCE

1. SUSPENSION FOR NON-COMPLIANCE

   The Operator of a Development that is not in compliance with the Bastrop County Infrastructure Requirements for Lodging & Recreational Vehicle Park Developments may have its Certificate of Compliance suspended.

2. NOTICE OF NON-COMPLIANCE

   a. Bastrop County Development Services shall send written notice, by hand delivery or certified mail, to the Owner and Operator at the address on file, or to the on-site office of the Development, informing them of the non-compliance.

   b. The Owner or Operator shall have three (3) business days after receipt of the notice, if hand delivered, or six (6) business days after mailing of the notice, if mailed, to either bring the Development into compliance with these requirements or present a written plan to Bastrop County Development Services to bring the Development into compliance with these requirements.

   c. If the Owner or Operator fails to bring the Development into compliance with these requirements or present a written plan to Bastrop County Development Services to bring the Development into compliance with these requirements, within the time period specified above, the Certificate of Compliance of the Development is suspended.

3. APPROVAL OR REJECTION OF WRITTEN COMPLIANCE PLAN

   a. If the Owner or Operator presents a written plan to Bastrop County Development Services within the time period specified above, Bastrop County Development Services may approve it, with or without changes made by the Owner or Operator, or refuse to approve it.

b. If Bastrop County Development Services does not approve the written plan, the Bastrop County Commissioners Court may, at a meeting, suspend the Certificate of Compliance of the Development.

4. REINSTATEMENT OF CERTIFICATE OF COMPLIANCE

a. If a Certificate of Compliance has been suspended for less than ninety (90) days, the Owner or Operator may file a written plan with Bastrop County Development Services to bring the Development into compliance with all applicable requirements.

b. The Bastrop County Development Services will consider the plan and make a recommendation to Commissioners Court, which will make the final decision to reinstate, or not reinstate, the suspended Certificate of Compliance.

c. If a Certificate of Compliance has been suspended for more than ninety (90) days, the Owner or Operator must file a new Development application and IDP with Bastrop County Development Services.

SECTION VIII

RECORDS

All applications and file copies of permits issued pursuant to these Regulations shall be maintained by Bastrop County as part of the permanent records of the Development Service Department.

SECTION IX

EFFECTIVE DATE

These Regulations shall become effective upon adoption by Commissioners Court.

SECTION X

SEVERABILITY

The provisions of these Regulations are severable. If any word, phrase, clause, sentence, section, provision, or part of these Regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioners Court that these Regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.

SECTION XI

FEES

Fees for permits and inspections required by these regulations will be set in the adopted schedule of fees as approved by the Commissioners Court of Bastrop County, Texas.

SECTION XII

PROMULGATION OF FORMS

Forms are promulgated for use in the administration of these regulations. The Development Services Department, County Engineer, or Commissioners Court may add to these forms or may promulgate additional forms as may be needed to administer these regulations.

SECTION XIII

PROMULGATION OF DETAILS

Details (drawings) may be promulgated for use in the administration of these regulations. The Development Services Department, County Engineer, or Commissioners Court may revise these details or may promulgate additional details as may be needed to administer these regulations.

CA 3

GROUP ANNUAL RENEWAL AGREEMENT

1. Group Annual Renewal Information

Organization/Business Name: Bastrop County
Date organization joined Texas Legal: October 1, 2011
Contact Name: Crystal Dumbeck
Address: 804 Pecan Street
Bastrop, TX 78602

Texas Legal Group Plan Number: 2011008
Renewal Terms: 10/1/2020—10/1/2021
Office Phone: : (512) 581-7120

Fax Number: (512) 581-7118
Email: crystal.dumbeck@co.bastrop.tx.us

2. Enrollment and Plan Year Information

Enrollment refers to the time frame an employee may enter the Plan. Many Groups elect to establish an open or rolling enrollment while others establish a specific window of time when employees are only permitted to enroll. Plan Year refers to the beginning and ending (renewal) of the consecutive 12 month period of membership. Groups have the option of establishing their Plan Year and enrollment terms as they see fit.

Your organization's **enrollment** is currently:
October—September
Employees may only enroll during open enrollment

Your organization's **Plan Year** is currently:
October—September
Benefits renew each **October**

3. Membership Dues/Premiums

Texas Legal membership dues/premiums billed directly to the organization as collected through payroll deduction or direct bill to employee. ***(Please select the desired options below.)***

PAYROLL RATES:	DIRECT BILL TO MEMBER:
( ) SELECT Single: $7.00 SELECT Family: $9.00	( ) SELECT Single: $10.00 SELECT Family: $15.00
(✓) PREFERRED Single: $12.00 PREFERRED Family: $16.00	( ) PREFERRED Single: $20.00 PREFERRED Family: $30.00

4. Education and Membership Services

Texas Legal encourages Groups to schedule routine, if not annual, membership visits to ensure members are kept educated about the Plan. Members may also stay connected to Texas Legal by subscribing to the monthly e-newsletter, frequently visiting the website and other social media outlets for news and updates. Texas Legal organizes legal clinics, seminars, webinars and other membership events and meetings all designed to help educate members on various legal issues and how they relate to the Texas Legal membership. Please contact Texas Legal for more information.

5. Agreement

I am signing, on behalf of the above named organization/business to renew the Group's annual membership. I acknowledge no changes have been made to our membership, unless indicated above, and agree to continue making the legal benefits available to employees and affiliates of such organization under the agreed upon terms. Please return the completed form to Texas Legal at email address dygnacio@texaslegal.org or fax to 512-327-0163.

Volunteers, Members, etc. Count: _____ Employee Count: _____

Name : Paul Pape Title : County Judge

Signature: _____ Date: _____

THANK YOU FOR YOUR CONTINUED SUPPORT AND MEMBERSHIP

CA 4

July 15, 2020

The Honorable County Judge

Re: Imposition of Optional Fees for Calendar Year 2021

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV each year by September 1st, with new fees taking effect on January 1st of the following year. This letter and attachments will provide information on how to submit the calendar year 2021 notification to the TxDMV. The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed $10; and
- fees collected must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- may not exceed $1.50; and
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention.

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo and Webb counties only:

- may not exceed $10 or $20 for those meeting population requirements under Section (b) and (b-1); and
- revenue must be used for long-term transportation projects.

Please complete the attached form, *Imposition of Optional Fees*, and return to the TxDMV. If your county will keep the same optional fees for calendar year 2021, select OPTION A. If your county will change fees, select OPTION B and include a copy of the court order.

Deadline: Please return the form on or before Tuesday, September 1st , 2020, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (please note the underscore between DMV and Optional).

If you have any questions, please contact Dilip Kanuga, Registration Services, at (512) 465-4092. Thank you for your timely response.

Sincerely,

Jeremiah Kuntz, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

JK:TT:DK

Attachments

cc: County tax assessor-collectors

Texas Department
of Motor Vehicles

Imposition of Optional Fees
Calendar Year 2021

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email at: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Tuesday, September 1st, 2020**.

County Name: _____

SELECT ONLY ONE OPTION BELOW:

☐ **OPTION A – No change. This county will charge the same fees in 2021.** STOP
Submit this form to TxDMV. A copy of the commissioners court order is NOT required.

OR

☐ **OPTION B – The commissioners court has approved fee changes for 2021.**
Enter amounts for each fee, even those that did not change. Enter zero (0) if applicable.

Calendar Year 2021 fees to be collected by your county:

Road and Bridge Fee:	$ _____
Child Safety Fee:	$ _____
Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only):	$ _____
Total fee amount to be collected in 2021:	**$ _____**

For Option B, submit this form and a copy of the court order.

Thank you, we appreciate your response.

TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2020 **EXPIRES December 31, 2020**

STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

Below are local fees collected with vehicle registration fees through the County Tax Assessor-Collector's office.
The total fee on the registration renewal notice includes applicable local fees.

Anderson $11.50	Brazos $11.50	Coke $10	Denton $11.50	Freestone $10	Harris $11.50	Jasper $10	Lampasas $11.50	McLennan $11.50	Orange $10	Rusk $11	Taylor $10	Wharton $10
Andrews $7	Brewster $10	Coleman $10	DeWitt $10	Frio $11.50	Harrison $11.50	Jeff Davis $11.50	La Salle $10	McMullen 0	Palo Pinto $10	Sabine $11	Terrell $10	Wheeler $6.50
Angelina $10	Briscoe $10	Collin $11.50	Dickens $10	Gaines $10	Hartley $10	Jefferson $10	Lavaca $10	Medina $10	Panola $1.50	San Augustine $11.50	Terry $10	Wichita $10
Aransas $10	Brooks $11.50	Collingsworth $10	Dimmitt $11.50	Galveston $10	Haskell $10	Jim Hogg $11.50	Lee $10	Menard $11.50	Parker $11.50	San Jacinto $11.50	Throckmorton $10	Wilbarger $10
Archer $10	Brown $11.50	Colorado $10	Donley $10	Garza $10	Hays $10	Jim Wells $11.50	Leon $10	Midland $10	Parmer $10	San Patricio $11.50	Titus $10	Willacy $10
Armstrong $10	Burleson $11.25	Comal $11.50	Duval $10	Gillespie $11.50	Hemphill $5	Johnson $11.50	Liberty $10	Milam $10	Pecos $10	San Saba $10	Tom Green $11.50	Williamson $11.50
Atascosa $10	Burnet $11.50	Comanche $10	Eastland $10	Glasscock $10	Henderson $10	Jones $10	Limestone $10	Mills $11.50	Polk $11.50	Schleicher $10	Travis $11.50	Wilson $10
Austin $10	Caldwell $11.50	Concho $10	Ector $10	Goliad $11.50	Hidalgo $20	Karnes $10	Lipscomb $10	Mitchell $10	Potter $10	Scurry $10	Trinity $11.50	Winkler $7.50
Bailey $10	Calhoun $10	Cooke $11	Edwards $11.00	Gonzales $10	Hill $10	Kaufman $11.50	Live Oak $10	Montague $10	Presidio $10	Shackelford $10	Tyler $11	Wise $10
Bandera $10	Callahan $10	Coryell $10	Ellis $10	Gray $10	Hockley $10	Kendall $11	Llano $11.50	Montgomery $10	Rains $11.50	Shelby $11.50	Upshur $10	Wood $10
Bastrop $10	Cameron $21.50	Cottle $10	El Paso $20	Grayson $10	Hood $10	Kenedy 0	Loving 0	Moore $10	Randall $10	Sherman $10	Upton $5	Yoakum $10
Baylor $10	Camp $10.50	Crane 0	Erath $10	Gregg $9	Hopkins $11	Kent 0	Lubbock $10	Morris $10	Reagan $10	Smith $11.50	Uvalde $10	Young $10
Bee $10	Carson $10	Crockett $5	Falls $11	Grimes $10	Houston $10	Kerr $10	Lynn $10	Motley $10	Real $10	Somervell $10	Val Verde $10	Zapata $11.50
Bell $11.50	Cass $10	Crosby $10	Fannin $10	Guadalupe $11.50	Howard $10	Kimble $10	Madison $10	Nacogdoches $10	Red River $10	Starr $10	Van Zandt $11.50	Zavala $11.50
Bexar $21.50	Castro $10	Culberson $10	Fayette $10	Hale $10	Hudspeth $10	King 0	Marion $10	Navarro $10	Reeves $11.50	Stephens $10	Victoria $11	
Blanco $11.50	Chambers $11	Dallam $10	Fisher $10	Hall $10	Hunt $11	Kinney $10	Martin $10	Newton $10	Refugio $10	Sterling 0	Walker $10	
Borden 0	Cherokee $10	Dallas $11.50	Floyd $10	Hamilton $10	Hutchinson $10	Kleberg $10	Mason $11.50	Nolan $10	Roberts $5	Stonewall $10	Waller $10	
Bosque $10	Childress $10	Dawson $10	Foard $10	Hansford $10	Irion $10	Knox $10	Matagorda $10	Nueces $10	Robertson $11.50	Sutton $10	Ward 0	
Bowie $10	Clay $10	Deaf Smith $10	Fort Bend $11.50	Hardeman $10	Jack $10	Lamar $10	Maverick $11.50	Ochiltree $10	Rockwall $10	Swisher $10	Washington $10	
Brazoria $10	Cochran $10	Delta $10	Franklin $10	Hardin $10	Jackson $10.50	Lamb $10	McCulloch $11.50	Oldham $10	Runnels $10	Tarrant $10	Webb $20	

PASSENGER VEHICLES / TRUCKS

6,000 lbs. or less = $50.75

The annual registration fee for a passenger vehicle (including a motor bus or private bus) or truck with a gross vehicle weight of **6,000 lbs. or less is $50.75,** plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

TRAILERS / TRAVEL TRAILERS

6,000 lbs. and less = $45.00

The annual registration fee for a trailer or travel trailer (if the trailer requires registration) with a gross vehicle weight of **6,000 lbs. or less is $45.00,** plus applicable fees and local county fees.

ALL VEHICLES

6,001 lbs. – 10,000 lbs. = $54.00

The annual registration fee for a vehicle with a gross vehicle weight of **6,001 lbs. – 10,000 lbs. is $54.00,** plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

WEIGHT BASED REGISTRATION FEES

Vehicles 10,001 lbs. or more will pay the following registration fee*, plus applicable and local county fees

10,001-18,000 lbs.	$110.00
18,001-25,999 lbs.	$205.00
26,000-40,000 lbs.	$340.00
40,001-54,999 lbs.	$535.00
55,000-70,000 lbs.	$740.00
70,001-80,000 lbs.	$840.00

***Does not include diesel fees for commercial vehicles**

MOTORCYCLES / MOPEDS = $30.00

The annual registration fee for a motorcycle or moped is **$30.00,** plus applicable fees and local county fees.

TEXAS DEPARTMENT OF MOTOR VEHICLES
VEHICLE TITLES AND REGISTRATION DIVISION
FEE CHART 1C (REV. 1/2020)

CA 5

Bastrop County Information Technology

Memorandum

To: Bastrop County Commissioners Court

From: Julie Sommerfeld, GIS Manager

Date: July 27, 2020

Re: Interlocal Agreement for 9-1-1 Geographic Information System Database Management

The attached Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management is presented for your review and consideration. This is essentially a renewal of the existing contract which expires on September 30, 2020. The contract contains no substantial changes compared to the current contract. Noted changes include:

Section 1.1 Party change from CAECD to CAPCOG.
Noting, one of CAPCOG's functions includes the operation of the Capital Area Emergency Communications.

Section 4.1 Effective date updated to October 1, 2020 with a termination date of September 30, 2021.

Section 5.1 Price increased to an amount not to exceed $138,538.
The price was determined by formula adopted by CAECD: $4.75 per record for the 1st 20,000 records and $1.15 per record above that based on the database record counts as of 6/1/2020. This price is an increase of $21,086.77 over the FY 2020 price which totaled $117,451.23, and $39,740 more than the FY 2019 contract price of $98,798. The price increase is, in part, related to CAPCOG's expectation that the work be by a person with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.

Section 5.2 Quarterly invoice schedule and amounts updated.

The contract was reviewed by Assistant District Attorney Gilleland who found no legal issues.

Approval of the contract is recommended by staff.

DRAFT

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

    1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

    1.2. Bastrop County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

    1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

    1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

    2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A.

3. Cooperative Purchasing

    3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.

    3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2020, and terminates on September 30, 2021, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed $138,539.00.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

October 1 – December 31, 2020: $34,634.75, invoice due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: $34,634.75, invoice due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: $34,634.75, invoice due by close of business, Thursday, July 8, 2021; and

July 1 – September 30, 2021: $34,634.75, invoice due by close of business, Thursday, October 7, 2021.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.

5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.

8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.

10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director

12.3. PUBLIC AGENCY's address is: 804 Pecan Street, Bastrop TX 78602.

12.4. A party may change its address by providing notice of the change in accordance with Section 12.1

12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.

12.6. Julie Sommerfield is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (512) 581-4012, and her e-mail is julie.sommerfeld@co.bastrop.tx.us.

13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended

13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.

13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Technical Requirements.

13.5. This contract is executed in duplicate originals.

BASTROP COUNTY	CAPITAL AREA COUNCIL OF GOVERNMENTS
By: _____	By: _____
Name: _____	Betty Voights
Title _____	Executive Director
Date: _____	Date: _____

Date of County Governing Body Approval:

_____

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. 9-1-1 GIS Database: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points, road centerlines, PSAP boundaries, Emergency Service Boundaries (ESBs), and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. Data Layer: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. Address Points: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. Road (Street) Centerlines: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. City Limit (Municipal) Boundary: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

Specialized NG9-1-1 GIS terminology:

1. Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   Note:
   The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, consolidation of

two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. Public Safety Answering Point (PSAP) boundary: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. Emergency Service Boundary (ESB): A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an EMS ESB layer.
4. Emergency Service Zone (ESZ): A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. Database Schema: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations
6. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that will ultimately be used by the PUBLIC AGENCY that provisions (determines acceptable) data for CAPCOG's NG9-1-1 system in the near future
2. Data Hub: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database
3. New Error: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time
4. Legacy Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update
5. Error Rate: The ratio of total number of errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area
6. Critical Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by the AT&T/Intrado Enterprise Geospatial Database Management (EGDMS) or GeoComm's DataHub quality-control software that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
7. Significant Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems
8. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
8. Other pertinent information

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter PSAP boundaries, or alter ESB boundaries in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would by a person, either on staff or subcontracted by the PUBLIC AGENCY, with

responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any "critical" or "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the automatic location information (ALI) database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken relevant to the 9-1-1 GIS database or certify that no action was taken relevant to the 9-1-1 GIS database
- If applicable, the date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues in the prior month and corrective action that will be taken to address and prevent such issues in the future, including:

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

- Late or incomplete data submissions;
- Submission of data with legacy errors;
- Submission of data with new errors;
- Failure to meet performance expectations for critical error rates and significant error rates;
- Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B, Part 1:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017, re-issue 2020)

CAPCOG NG9-1-1 Transitional GIS Data Requirements

Version 2.0 (2017)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **M**andatory and **C**onditional must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID *CAPCOG will populate*
RCL_UNIQID	M	TEXT	100	ID for each road segment - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node

RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional Information

2.2 ROC Codes ('Street Type' Designation)

IH – Interstate
US – US highways
SH – State highways
FM – Farm to Market, Ranch Road, Ranch to Market
LS – City Street, County Road, Park Road, Recreational, Frontage Road
AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp
DW - Driveways

2.3 Road Class Types
Primary
Secondary
Local (City, Neighborhood, or Rural Road)
Ramp
Service (usually along a limited access highway)
Vehicular Trail (4WD, snowmobiles)
Walkway (Pedestrian Trail, Boardwalk)
Alley
Private (service vehicles, logging, oil fields, ranches, etc.)
Parking Lot
Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID *CAPCOG will populate*
SITEUNQID	M	TEXT	100	Unique ID for each address site - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate*
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - *CAPCOG will populate*

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

Guidance Document for CAPCOG Next-Generation 9-1-1 Geographic Information System (GIS) Data
Version 2: April 2020

Introduction:

As the Transition Workflow Cycle of the Next-Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next-Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality-control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

Summary of Changes:

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the "Last_Modified" date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

Globally Unique IDs (GUIDs):

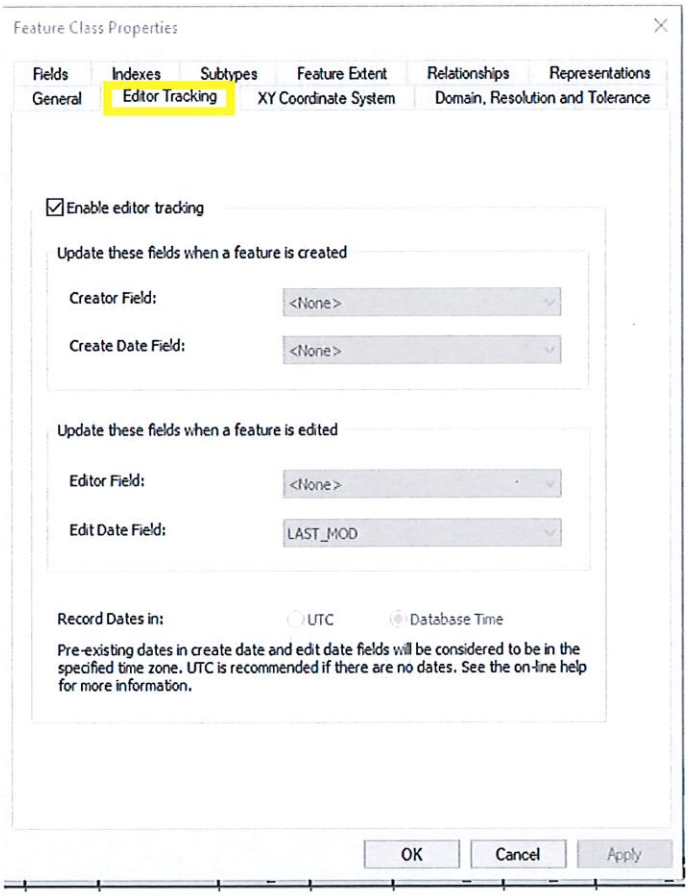
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data over time.

Using the "LAST_MOD" Field:

Attachment B of the ILA, entitled "*CAPCOG NG9-1-1 Transitional GIS Data Requirements*" describes a "LAST_MOD" or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is 'new' data and what is 'legacy' data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two data types is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data.One way to have this field updated automatically when editing or creating features is to use 'editor tracking' on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting 'Properties'. When the Feature Class Properties dialog box opens, select the 'Editor Tracking' tab. The below image shows how this can be set up:



- *Check the 'Enable editor tracking' box*
- *Set the 'Edit Date Field' to LAST_MOD*
- *Select 'Database Time' to record dates*

New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

Enterprise Geospatial Database Management System (EGDMS)

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file-upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

As a QC platform, EGDMS will find "critical" errors as outlined in Transition Workflow Cycle of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.

GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality-control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors. As described in the Transition Workflow Cycle of the ILA, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain data integrity.

This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors

Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.

New GIS Data:

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

Provisioning Boundary:

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Emergency Service Boundaries:

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. There MUST be a **SEPARATE** Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated *"EGDMS Field Mapping to CAPCOG"* spreadsheet.

***Expected Field Values**: With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI**: In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is also a PSAP
    - **Ex:** *The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for*

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.

- **Discrepancy Agency ID**: This is the name of the data source. It will be the name of the county submitting the upload.
- **Agency ID**: Domain name of the agency (county) uploading. A list of these domains can be found in the *"How to Create Globally Unique IDs (GUIDs)"* document

PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer.** It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

CA 6

Bastrop County Tourism & Economic Development
211 Jackson Street, Bastrop TX • 512-581-4011 • ExploreBastropCounty.com

To: Members of the Bastrop County Commissioners Court

From: Commissioner Meuth and Adena Lewis

Date: July 22, 2020

Re: Participation in Association of Rural Communities Website Advertising Program

We have an opportunity to participate in a website supporting the work of ARCIT and at the same time promote Bastrop County. Information on the opportunity is attached.

We recommend that you authorize advertising on the ARCIT website at the Growth level of $500 per year.

ARCIT
ASSOCIATION OF RURAL COMMUNITIES IN TEXAS

ADVERTISING with ARCIT

2 Unique Opportunities for your community or community businesses!

➡ Advertising for your community or business

If you are a ***current*** **member, sponsor, or rural partner of ARCIT** you can take advantage of these advertising opportunities to further promote your community or business within ARCIT and statewide.

Growth Level - $500 / year	Elite Level - $800 / year
- One tweet a month - One Facebook post a month	- Two tweets a month - Two Facebook posts a month
- ARCIT Website - Displayed in ARCIT's monthly newsletter - E-Blast to ARCIT membership - Listing in conference publication	- ARCIT Website listed with prominent display - Prominent display in ARCIT's monthly newsletter, particularly leading up to an event in your community or highlighting the business - E-Blast to ARCIT membership - Advertisement in conference publication - Sponsor of an ARCIT webinar - Banner Advertisement on ARCIT homepage for 30 days

➡ Advertising for the businesses in *YOUR* community

If you are a ***current*** **member of ARCIT** you can take advantage of these advertising opportunities to further promote businesses in your community to expand your customer base statewide.

Community Advocate - $1250 / year	Community Leader - $2500 / year
- Advertise for 1 – 10 local businesses in your community	- Advertise for 11 – 25 local businesses in your community
- One tweet per business per month - One Facebook post per business per month	- Two tweets per business per month - Two Facebook posts per business per month
- Each Business listed on the ARCIT website in conjunction with Rural TX Open for Business - Businesses will be part of the monthly newsletter - Quarterly E-Blast to ARCIT membership for each business - Businesses mentioned in conference publication	- Each Business listed on the ARCIT website in conjunction with Rural TX Open for Business - Businesses will be part of the monthly newsletter - Quarterly E-Blast to ARCIT membership for each business - Businesses mentioned in conference publication

CA 7

RELEASE OF CONSERVATION EASEMENT FOR WILDLIFE MANAGEMENT

THIS RELEASE OF CONSERVATION EASEMENT is made this _____day of _____, 20____ ,by Domingo Llagostera ("Grantor") having an address at 144 Majestic Forest Trail, Smithville, Texas 78957 in favor of Bastrop County, a political body in the State of Texas having an address at 804 Pecan Street, Bastrop, Texas 78602 ("Grantee" or "County").

RECITALS

WHEREAS, Suzie Sarrett previously granted County a Conservation Easement for Wildlife Management dated March 26, 2010, and recorded April 12, 2010 in Document No. 201004158, Official Public Records of Bastrop County, Texas ("Conservation Easement");

WHEREAS, Grantor, who is the current owner of the subject property, has provided County written notice requesting termination of the Conservation Easement; and

WHEREAS, Grantor and County have agreed to release said Conservation Easement.

NOW, THEREFORE in consideration of the above stated recitals, the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and County hereby forever release the Conservation Easement for Wildlife Management.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

Grantor:

By:_____

Printed Name: Domingo Llagostera

Date:_____

Grantee:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Grantor:

This instrument was acknowledged before me by Domingo Llagostera on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

_____

Printed Name of Notary

My Commission Expires: _____

Grantee:

This instrument was acknowledged before me by Paul Pape on behalf of Bastrop County, Texas on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

_____

Printed Name of Notary

My Commission Expires:_____

RELEASE OF CONSERVATION EASEMENT FOR WILDLIFE MANAGEMENT

THIS RELEASE OF CONSERVATION EASEMENT is made this _____day of _____, 20____ ,by Joe Alfred Jimenez ("Grantor") having an address at 234 Hoffman Rd, Bastrop, Texas 78602 in favor of Bastrop County, a political body in the State of Texas having an address at 804 Pecan Street, Bastrop, Texas 78602 ("Grantee" or "County").

RECITALS

WHEREAS, Joe Alfred Jimenez previously granted County a Conservation Easement for Wildlife Management dated April 22, 2019, and recorded April 23, 2019 in Document No. 201905579, Official Public Records of Bastrop County, Texas ("Conservation Easement");

WHEREAS, Grantor, who is the current owner of the subject property, has provided County written notice requesting termination of the Conservation Easement; and

WHEREAS, Grantor and County have agreed to release said Conservation Easement.

NOW, THEREFORE in consideration of the above stated recitals, the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and County hereby forever release the Conservation Easement for Wildlife Management.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

Grantor:

By:_____

Printed Name: Joe Alfred Jimenez

Date:_____

Grantee:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Grantor:

This instrument was acknowledged before me by Joe Alfred Jimenez on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

_____

Printed Name of Notary

My Commission Expires: _____

Grantee:

This instrument was acknowledged before me by Paul Pape on behalf of Bastrop County, Texas on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

_____

Printed Name of Notary

My Commission Expires:_____

CA 8

Implementing Agreement for Construction Certificate

COUNTY OF BASTROP §
§
STATE OF TEXAS §

AGREEMENT

This Agreement is entered into this ____day of _____, 20____ by and between Gabriel Hernandez, individual landowner(s), hereinafter referred to as "Applicant" or "Assignee", and Bastrop County, hereinafter referred to as the "County."

For and in consideration of the mutual covenants and considerations cited herein, the County and the Applicant hereby agree with respect to the assignment of certain rights as provided by the Section 10(a)(1)(B) Permit #TE-113500-0 issued to County, and the payment for the mitigation as set forth hereinafter.

ARTICLE I.
PROPERTY

The Applicant is the owner of a tract or tracts of land consisting of approximately 0.324 acres situated in Bastrop County, Texas, and more fully described in Exhibit "A" attached hereto ("Property").

ARTICLE II.
ISSUANCE OF CONSTRUCTION CERTIFICATE

Upon payment by the Applicant of the mitigation as provided in ARTICLE III below and Applicant's recording of this Agreement in the Official Public Records of Bastrop County, the County agrees to issue to the Applicant a Construction Certificate as defined under the Lost Pines Habitat Conservation Plan ("LPHCP") Permit #TE-113500-0 for the exclusive use and benefit of the Applicant, Successors and Assigns, only with respect to the Property and in connection with the terms and conditions provided in the applicable provisions of the LPHCP, and required to be implemented pursuant to Section 10(a)(1)(B) of the Act and 50 C.F.R. Parts 13, 17, and 21.

ARTICLE III.
MITIGATION

For and in consideration of the issuance of the Construction Certificate, the Applicant shall pay to the County $971.99. Payment of this sum is to be made prior to the County executing this Agreement.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF APPLICANT; SPECIAL TERMS

For and in consideration of the issuance of the Construction Certificate, the Applicant agrees to comply with all requirements of the Act; 50 C.F.R., Parts 13 and 17; applicable provisions of the LPHCP; and all terms and conditions of this Agreement, including, but not limited to, those special conditions provided in Exhibit "B".

ARTICLE V.
BREACH OF APPLICANT

Breach of the terms of this Agreement will result in the termination by the County of this Agreement and the Construction Certificate issued pursuant to this Agreement. Notification of the breach of this Agreement and the termination of the Construction Certificate, subject to appeal, shall be made by the County to the Applicant in writing at the address provided in ARTICLE XII below and to the Service, pursuant to 50 C.F.R. Part 13.

ARTICLE VI.
APPLICANT'S SOLE RECOURSE FOR BREACH BY THE COUNTY

In the event that the issuance of the Construction Certificate pursuant to this Agreement is ineffective or deficient with respect to the Property due solely, or in part, to the actions or inactions of the County, Applicant agrees that sole recourse shall be to sue to recover from the County damages in an amount not to exceed the total sum provided in ARTICLE III above, upon surrender of the Construction Certificate by the Applicant to the County. Applicant waives all right to claim any special or consequential damages against the County.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Applicant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Agreement by the County and Applicant, this Agreement shall be acknowledged and recorded in the Real Property Records of Bastrop County, Texas and proof of such provided to the County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Bastrop County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the County and the Applicant(s), Successors, or Assigns.

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Applicant shall not sell, transfer or assign all or any part of the rights authorized by the Construction Certificate separate and apart from the conveyance of the Property without the prior written consent of the County, and any transfer of the Construction Certificate without the County's consent shall be null and void. Furthermore, no

assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the Applicant without the prior written consent of the County.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing, and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

APPLICANT:
Gabriel Hernandez
18121 Skysail Dr
Manor, TX 78653

COUNTY:
Bastrop County
LPHCP Administrator
804 Pecan Street
Bastrop, Texas 78602

All correspondence must reference Construction Certificate #COP-200604-C0204.

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall be in perpetuity and does not terminate upon expiration of the Construction Certificate.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or gender neutral and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

EFFECTIVE AS OF THE LAST DAY SET FORTH BELOW.

Applicants:

By:_____

Printed Name: Gabriel Hernandez

Date:_____

County:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Applicant:

This instrument was acknowledged before me by Gabriel Hernandez on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

Bastrop County:

This instrument was acknowledged before me by Paul Pape on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

EXHIBIT A

Unit 04 Block 08 Lots 1273 Tahitian Village Subdivisions, a subdivision in Bastrop County, Texas according to the map or plat thereof recorded in Cabinet 1, Pages 88A-97B of the Plat Records of Bastrop County, Texas.

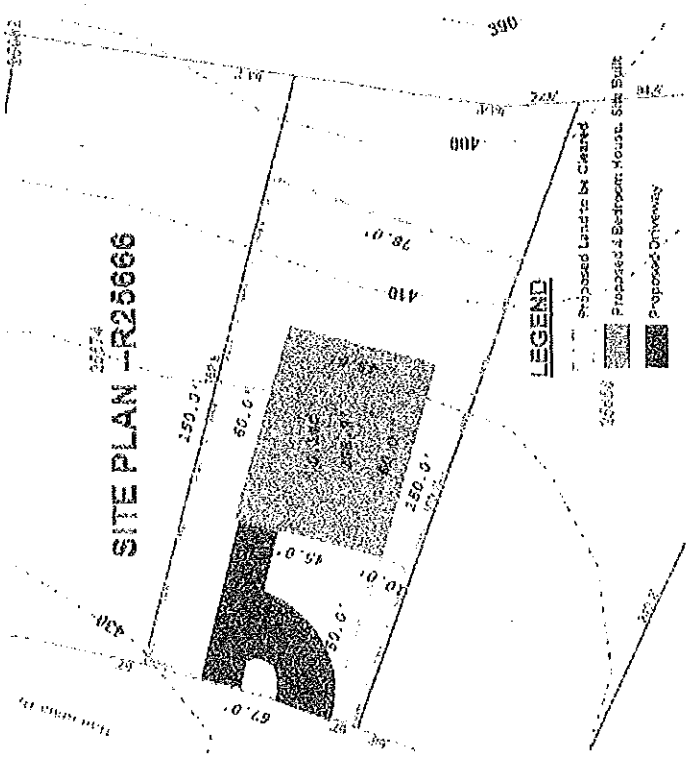


EXHIBIT B

TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

1. The development, with associated buildings, and infrastructure will cover approximately 0.324 acre or less of the total property. This 0.324-acre delineation does not include the driveway, provided it is less than 16 feet wide. If the driveway is greater than 16 feet wide, it will be considered part of the 0.324-acre development area. The remainder of the property shall be maintained in its natural vegetational state. Clearing during pre-construction and construction of the development will be limited to the 0.324-acre development area and the driveway, if applicable.

2. Use of construction equipment will be limited to the approximately 0.324-acre development area, and erosion control measures will be implemented as necessary to prevent soil erosion and run-off from the property.

3. The Applicant shall avoid or minimize use of herbicides and pesticides. If these products are used at all, they must be applied in full compliance with label guidelines for dilution and application. If the Applicant determines that an insecticide or herbicide treatment must be used, he/she must avoid contamination of temporary ponds and other natural wetlands or bogs by limiting use of chemicals near them and by disposing of rinse water and empty containers in strict accordance with label directions.

4. Except as may be separately authorized and permitted under the Lost Pines HCP, no logging or cutting of trees, or removal of vegetation shall be done outside of the approximately 0.324-acre development area, with the exception of dead, dying, or diseased trees or tree limbs, which may be removed if the Applicant desires. Also, if the Applicant desires, common understory plants including yaupon, mesquite, and eastern red cedar found on the property may be removed by hand-cutting.

5. Outside the approximately 0.324 acre development area, the Applicant shall not alter or disturb any wetlands, ponds (including temporary ponds which form in drainage areas), or bogs located on the property.

6. The Applicant shall control fire ant infestations by limiting soil disturbance, inspecting imported soil and nursery products thoroughly for fire ants, and by properly disposing of trash. If imported top soil and nursery products are to be used, they must be inspected for the presence of fire ants and/or their eggs. If fire ants and/or their eggs are present, the topsoil and/or nursery products shall be treated prior to use, and will only be used within the approximately 0.324-acre development area.

7. The area where soil and/or vegetation will be disturbed will be minimized to the greatest extent possible, paying close attention to whether Houston toads are present. If a Houston toad is seen during excavation, all work must cease and the Applicant must contact the United States Fish & Wildlife Service ("Service") immediately to discuss the matter and coordinate further activities in that area.

8. The current "No Surprises" policy of the Service provides that additional mitigation requirements for land, water, or financial obligations shall not be required of any Applicant or his/her successors or assigns beyond the level of mitigation required in the LPHCP if the applicable provisions of the LPHCP are fully and completely complied with and implemented during the five-year period of this Construction Certificate. With respect to the Construction Certificate issued under the LPHCP and its other supporting documents, impacts to the Houston toad are adequately addressed.

EXHIBIT B (con't)

TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

9. The Applicant will inform the County in writing upon completion of construction, noting the exact Construction Certificate number #COP-200604-C0204 to which completion of construction applies. Site development and construction activities shall occur before Construction Certificate expiration. The written notification will be submitted by October 1 of the year in which construction is completed to Bastrop County, Attn: LPHCP Administrator, 804 Pecan Street, Bastrop, Texas 78602.

10. Upon locating a dead, injured, or sick Houston toad, or any other endangered or threatened species, the Applicant is required to contact the Service's Law Enforcement Office in Austin, Texas, (512) 490-0948 or in San Antonio, Texas, (210) 681-8419 for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Applicant and his/her contractor/subcontractor has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

11. Conditions of each Construction Certificate issued under this HCP shall be binding on, and for the benefit of, the Applicant and his/her respective successors and assigns. If a Construction Certificate requires an amendment because of change of ownership, the County will process that amendment without the requirement of the Applicant preparing any new documents or providing any mitigation over and above that required in the original Construction Certificate. The construction activities proposed or in progress under an original Construction Certificate may not be interrupted provided the required special conditions of an issued Construction Certificate are being followed.

12. If, during the tenure of a Construction Certificate issued under the LPHCP, the project design and/or the extent of the habitat impact described in this Implementing Agreement is altered, such that there may be an increase in the anticipated take of the Houston toad, the Applicant is required to contact the County and obtain authorization and/or amendment of the Construction Certificate before commencing any construction or other activities that might result in take beyond that described in the LPHCP for the Houston toad.

13. The authorization granted by each Construction Certificate will be subject to full and complete compliance with the Construction Certificate and this Implementing Agreement. Each Applicant will be responsible for implementation of the terms and conditions of the Construction Certificate and this Implementing Agreement. Acceptance of a Construction Certificate serves as evidence that each Applicant understands and agrees to abide by the terms of the Construction Certificate and all applicable Sections of Title 50 of the Code of Federal Regulations Parts 13, 17, and 21 pertinent to issued Construction Certificates.

END OF EXHIBIT B
TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

Implementing Agreement for Construction Certificate

COUNTY OF BASTROP §
§
STATE OF TEXAS §

AGREEMENT

This Agreement is entered into this ____day of _____, 20____ by and between Joe Alfred Jimenez, individual landowner(s), hereinafter referred to as "Applicant" or "Assignee", and Bastrop County, hereinafter referred to as the "County."

For and in consideration of the mutual covenants and considerations cited herein, the County and the Applicant hereby agree with respect to the assignment of certain rights as provided by the Section 10(a)(1)(B) Permit #TE-113500-0 issued to County, and the payment for the mitigation as set forth hereinafter.

ARTICLE I.
PROPERTY

The Applicant is the owner of a tract or tracts of land consisting of approximately 10.621 acres situated in Bastrop County, Texas, and more fully described in Exhibit "A" attached hereto ("Property").

ARTICLE II.
ISSUANCE OF CONSTRUCTION CERTIFICATE

Upon payment by the Applicant of the mitigation as provided in ARTICLE III below and Applicant's recording of this Agreement in the Official Public Records of Bastrop County, the County agrees to issue to the Applicant a Construction Certificate as defined under the Lost Pines Habitat Conservation Plan ("LPHCP") Permit #TE-113500-0 for the exclusive use and benefit of the Applicant, Successors and Assigns, only with respect to the Property and in connection with the terms and conditions provided in the applicable provisions of the LPHCP, and required to be implemented pursuant to Section 10(a)(1)(B) of the Act and 50 C.F.R. Parts 13, 17, and 21.

ARTICLE III.
MITIGATION

For and in consideration of the issuance of the Construction Certificate, the Applicant shall pay to the County $1,500.00. Payment of this sum is to be made prior to the County executing this Agreement.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF APPLICANT; SPECIAL TERMS

For and in consideration of the issuance of the Construction Certificate, the Applicant agrees to comply with all requirements of the Act; 50 C.F.R., Parts 13 and 17; applicable provisions of the LPHCP; and all terms and conditions of this Agreement, including, but not limited to, those special conditions provided in Exhibit "B".

ARTICLE V.
BREACH OF APPLICANT

Breach of the terms of this Agreement will result in the termination by the County of this Agreement and the Construction Certificate issued pursuant to this Agreement. Notification of the breach of this Agreement and the termination of the Construction Certificate, subject to appeal, shall be made by the County to the Applicant in writing at the address provided in ARTICLE XII below and to the Service, pursuant to 50 C.F.R. Part 13.

ARTICLE VI.
APPLICANT'S SOLE RECOURSE FOR BREACH BY THE COUNTY

In the event that the issuance of the Construction Certificate pursuant to this Agreement is ineffective or deficient with respect to the Property due solely, or in part, to the actions or inactions of the County, Applicant agrees that sole recourse shall be to sue to recover from the County damages in an amount not to exceed the total sum provided in ARTICLE III above, upon surrender of the Construction Certificate by the Applicant to the County. Applicant waives all right to claim any special or consequential damages against the County.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Applicant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Agreement by the County and Applicant, this Agreement shall be acknowledged and recorded in the Real Property Records of Bastrop County, Texas and proof of such provided to the County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Bastrop County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the County and the Applicant(s), Successors, or Assigns.

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Applicant shall not sell, transfer or assign all or any part of the rights authorized by the Construction Certificate separate and apart from the conveyance of the Property without the prior written consent of the County, and any transfer of the Construction Certificate without the County's consent shall be null and void. Furthermore, no

assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the Applicant without the prior written consent of the County.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing, and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

APPLICANT:
Joe Alfred Jimenez
432 S. Old Potato Rd
Paige, Texas 78659

COUNTY:
Bastrop County
LPHCP Administrator
804 Pecan Street
Bastrop, Texas 78602

All correspondence must reference Construction Certificate #COP-200709-C0206

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall be in perpetuity and does not terminate upon expiration of the Construction Certificate.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or gender neutral and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

EFFECTIVE AS OF THE LAST DAY SET FORTH BELOW.

Applicants:

By:_____

Printed Name: Joe Alfred Jimenez

Date:_____

County:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Applicant:

This instrument was acknowledged before me by Joe Alfred Jimenez on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

Bastrop County:

This instrument was acknowledged before me by Paul Pape on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

EXHIBIT A

BEING A 10.621 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 9.560 ACRE TRACT OF LAND CONVEYED TO CHERYL LYNN MANGELSDORF BY DEED RECORDED IN VOLUME 643, PAGE 785 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS.

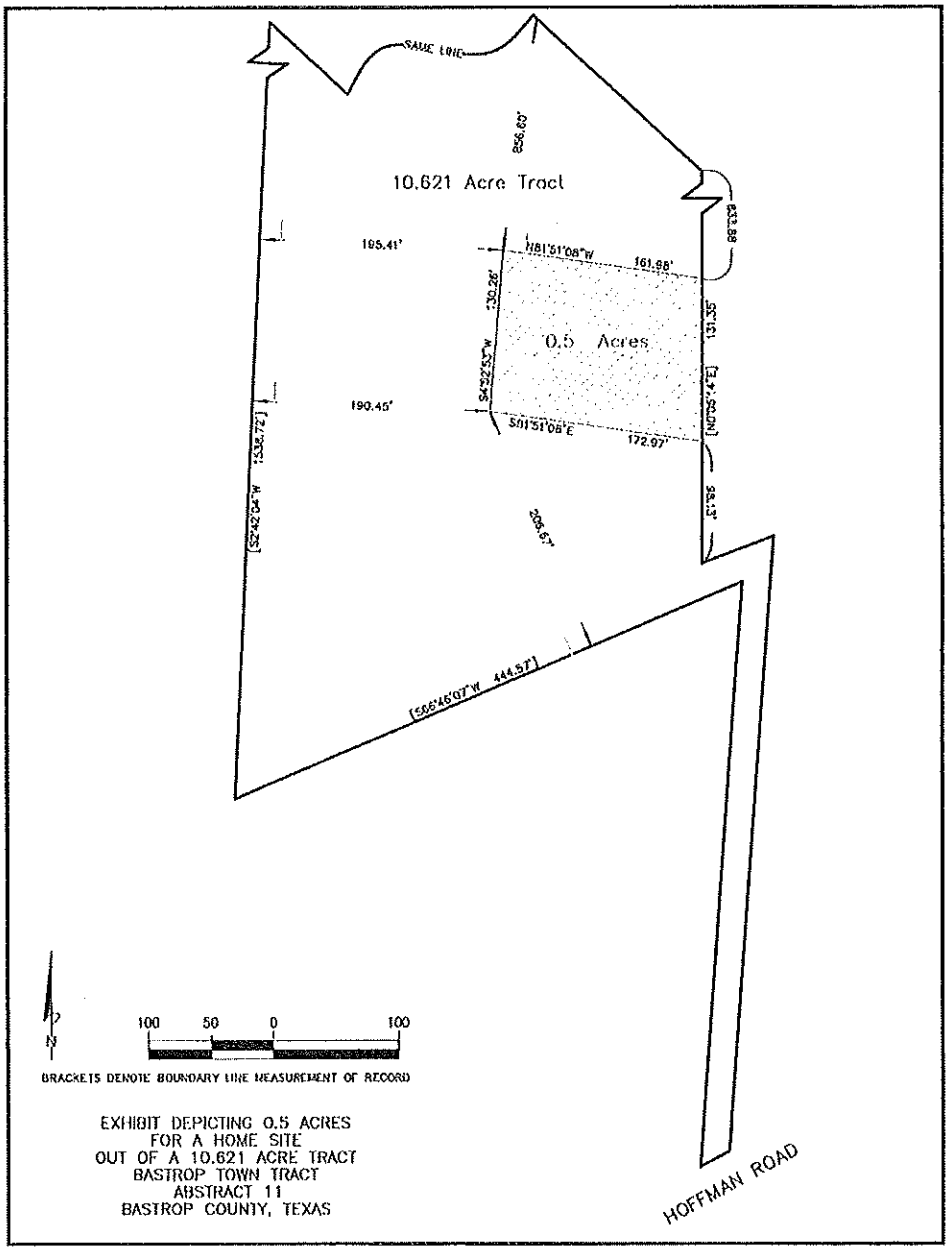


EXHIBIT B

TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

1. The development, with associated buildings, and infrastructure will cover approximately .5 acre or less of the total property. This .5-acre delineation does not include the driveway, provided it is less than 16 feet wide. If the driveway is greater than 16 feet wide, it will be considered part of the .5-acre development area. The remainder of the property shall be maintained in its natural vegetational state. Clearing during pre-construction and construction of the development will be limited to the .5-acre development area and the driveway, if applicable.

2. Use of construction equipment will be limited to the approximately .5-acre development area, and erosion control measures will be implemented as necessary to prevent soil erosion and run-off from the property.

3. The Applicant shall avoid or minimize use of herbicides and pesticides. If these products are used at all, they must be applied in full compliance with label guidelines for dilution and application. If the Applicant determines that an insecticide or herbicide treatment must be used, he/she must avoid contamination of temporary ponds and other natural wetlands or bogs by limiting use of chemicals near them and by disposing of rinse water and empty containers in strict accordance with label directions.

4. Except as may be separately authorized and permitted under the Lost Pines HCP, no logging or cutting of trees, or removal of vegetation shall be done outside of the approximately .5-acre development area, with the exception of dead, dying, or diseased trees or tree limbs, which may be removed if the Applicant desires. Also, if the Applicant desires, common understory plants including yaupon, mesquite, and eastern red cedar found on the property may be removed by hand-cutting.

5. Outside the approximately .5-acre development area, the Applicant shall not alter or disturb any wetlands, ponds (including temporary ponds which form in drainage areas), or bogs located on the property.

6. The Applicant shall control fire ant infestations by limiting soil disturbance, inspecting imported soil and nursery products thoroughly for fire ants, and by properly disposing of trash. If imported top soil and nursery products are to be used, they must be inspected for the presence of fire ants and/or their eggs. If fire ants and/or their eggs are present, the topsoil and/or nursery products shall be treated prior to use, and will only be used within the approximately .5-acre development area.

7. The area where soil and/or vegetation will be disturbed will be minimized to the greatest extent possible, paying close attention to whether Houston toads are present. If a Houston toad is seen during excavation, all work must cease and the Applicant must contact the United States Fish & Wildlife Service ("Service") immediately to discuss the matter and coordinate further activities in that area.

8. The current "No Surprises" policy of the Service provides that additional mitigation requirements for land, water, or financial obligations shall not be required of any Applicant or his/her successors or assigns beyond the level of mitigation required in the LPHCP if the applicable provisions of the LPHCP are fully and completely complied with and implemented during the five-year period of this Construction Certificate. With respect to the Construction Certificate issued under the LPHCP and its other supporting documents, impacts to the Houston toad are adequately addressed.

EXHIBIT B (con't)

TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

9. The Applicant will inform the County in writing upon completion of construction, noting the exact Construction Certificate number #COP-200709-C0206 to which completion of construction applies. Site development and construction activities shall occur before Construction Certificate expiration. The written notification will be submitted by October 1 of the year in which construction is completed to Bastrop County, Attn: LPHCP Administrator, 804 Pecan Street, Bastrop, Texas 78602.

10. Upon locating a dead, injured, or sick Houston toad, or any other endangered or threatened species, the Applicant is required to contact the Service's Law Enforcement Office in Austin, Texas, (512) 490-0948 or in San Antonio, Texas, (210) 681-8419 for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Applicant and his/her contractor/subcontractor has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

11. Conditions of each Construction Certificate issued under this HCP shall be binding on, and for the benefit of, the Applicant and his/her respective successors and assigns. If a Construction Certificate requires an amendment because of change of ownership, the County will process that amendment without the requirement of the Applicant preparing any new documents or providing any mitigation over and above that required in the original Construction Certificate. The construction activities proposed or in progress under an original Construction Certificate may not be interrupted provided the required special conditions of an issued Construction Certificate are being followed.

12. If, during the tenure of a Construction Certificate issued under the LPHCP, the project design and/or the extent of the habitat impact described in this Implementing Agreement is altered, such that there may be an increase in the anticipated take of the Houston toad, the Applicant is required to contact the County and obtain authorization and/or amendment of the Construction Certificate before commencing any construction or other activities that might result in take beyond that described in the LPHCP for the Houston toad.

13. The authorization granted by each Construction Certificate will be subject to full and complete compliance with the Construction Certificate and this Implementing Agreement. Each Applicant will be responsible for implementation of the terms and conditions of the Construction Certificate and this Implementing Agreement. Acceptance of a Construction Certificate serves as evidence that each Applicant understands and agrees to abide by the terms of the Construction Certificate and all applicable Sections of Title 50 of the Code of Federal Regulations Parts 13, 17, and 21 pertinent to issued Construction Certificates.

END OF EXHIBIT B
TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

Implementing Agreement for Construction Certificate

COUNTY OF BASTROP §
§
STATE OF TEXAS §

AGREEMENT

This Agreement is entered into this ____day of _____, 20____ by and between Domingo Llagostera, individual landowner(s), hereinafter referred to as "Applicant" or "Assignee", and Bastrop County, hereinafter referred to as the "County."

For and in consideration of the mutual covenants and considerations cited herein, the County and the Applicant hereby agree with respect to the assignment of certain rights as provided by the Section 10(a)(1)(B) Permit #TE-113500-0 issued to County, and the payment for the mitigation as set forth hereinafter.

ARTICLE I.
PROPERTY

The Applicant is the owner of a tract or tracts of land consisting of approximately 5.167 acres situated in Bastrop County, Texas, and more fully described in Exhibit "A" attached hereto ("Property").

ARTICLE II.
ISSUANCE OF CONSTRUCTION CERTIFICATE

Upon payment by the Applicant of the mitigation as provided in ARTICLE III below and Applicant's recording of this Agreement in the Official Public Records of Bastrop County, the County agrees to issue to the Applicant a Construction Certificate as defined under the Lost Pines Habitat Conservation Plan ("LPHCP") Permit #TE-113500-0 for the exclusive use and benefit of the Applicant, Successors and Assigns, only with respect to the Property and in connection with the terms and conditions provided in the applicable provisions of the LPHCP, and required to be implemented pursuant to Section 10(a)(1)(B) of the Act and 50 C.F.R. Parts 13, 17, and 21.

ARTICLE III.
MITIGATION

For and in consideration of the issuance of the Construction Certificate, the Applicant shall pay to the County $1,500.00. Payment of this sum is to be made prior to the County executing this Agreement.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF APPLICANT; SPECIAL TERMS

For and in consideration of the issuance of the Construction Certificate, the Applicant agrees to comply with all requirements of the Act; 50 C.F.R., Parts 13 and 17; applicable provisions of the LPHCP; and all terms and conditions of this Agreement, including, but not limited to, those special conditions provided in Exhibit "B".

ARTICLE V.
BREACH OF APPLICANT

Breach of the terms of this Agreement will result in the termination by the County of this Agreement and the Construction Certificate issued pursuant to this Agreement. Notification of the breach of this Agreement and the termination of the Construction Certificate, subject to appeal, shall be made by the County to the Applicant in writing at the address provided in ARTICLE XII below and to the Service, pursuant to 50 C.F.R. Part 13.

ARTICLE VI.
APPLICANT'S SOLE RECOURSE FOR BREACH BY THE COUNTY

In the event that the issuance of the Construction Certificate pursuant to this Agreement is ineffective or deficient with respect to the Property due solely, or in part, to the actions or inactions of the County, Applicant agrees that sole recourse shall be to sue to recover from the County damages in an amount not to exceed the total sum provided in ARTICLE III above, upon surrender of the Construction Certificate by the Applicant to the County. Applicant waives all right to claim any special or consequential damages against the County.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Applicant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Agreement by the County and Applicant, this Agreement shall be acknowledged and recorded in the Real Property Records of Bastrop County, Texas and proof of such provided to the County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Bastrop County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the County and the Applicant(s), Successors, or Assigns.

ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Applicant shall not sell, transfer or assign all or any part of the rights authorized by the Construction Certificate separate and apart from the conveyance of the Property without the prior written consent of the County, and any transfer of the Construction Certificate without the County's consent shall be null and void. Furthermore, no

assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the Applicant without the prior written consent of the County.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing, and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

APPLICANT:
Domingo Llagostera
7307 Torquay Ln
Houston, Texas 77074

COUNTY:
Bastrop County
LPHCP Administrator
804 Pecan Street
Bastrop, Texas 78602

All correspondence must reference Construction Certificate #COP-200710-C0207

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall be in perpetuity and does not terminate upon expiration of the Construction Certificate.

ARTICLE XIV.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or gender neutral and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

EFFECTIVE AS OF THE LAST DAY SET FORTH BELOW.

Applicants:

By:_____

Printed Name: Domingo Llagostera

Date:_____

County:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Applicant:

This instrument was acknowledged before me by Domingo Llagostera on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

Bastrop County:

This instrument was acknowledged before me by Paul Pape on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

EXHIBIT A

THENCE with said Chester Security Group, LLC 39.321 acre tract the following six (6) calls:

1. S 30° 39' 23" E a distance of 78.95 ft to a ½" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;
2. S 18°29'19" E a distance of 66.40 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set for corner;
3. S 52°14'25" W, passing a 3/8" iron rod found at a distance of 50.16 feet and continuing for a total distance of 263.3 feet to a ½" iron rod with cap stamped "JE Garon ROL4303" set for corner;
4. S 36°41'04" E a distance of 10.28 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set for angle point;
5. S 04°46'02" E a distance of 323.59 feet to a ½" iron rod with cap stamped "JE Garon RPL4303" set for corner;
6. S 70°15'51" W a distance of 307.13 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set in the east line of said Chester Security Group 157.1 acre tract for the southwest corner hereof;

THENCE N 03°23'01" E a distance of 847.5 feet with the west line hereof; common with of said Chester Security Group 157.1 acre tract, to the POINT OF BEGINNING, containing 5.167 acres of land, more or less and as shown on map of survey prepared herewith.

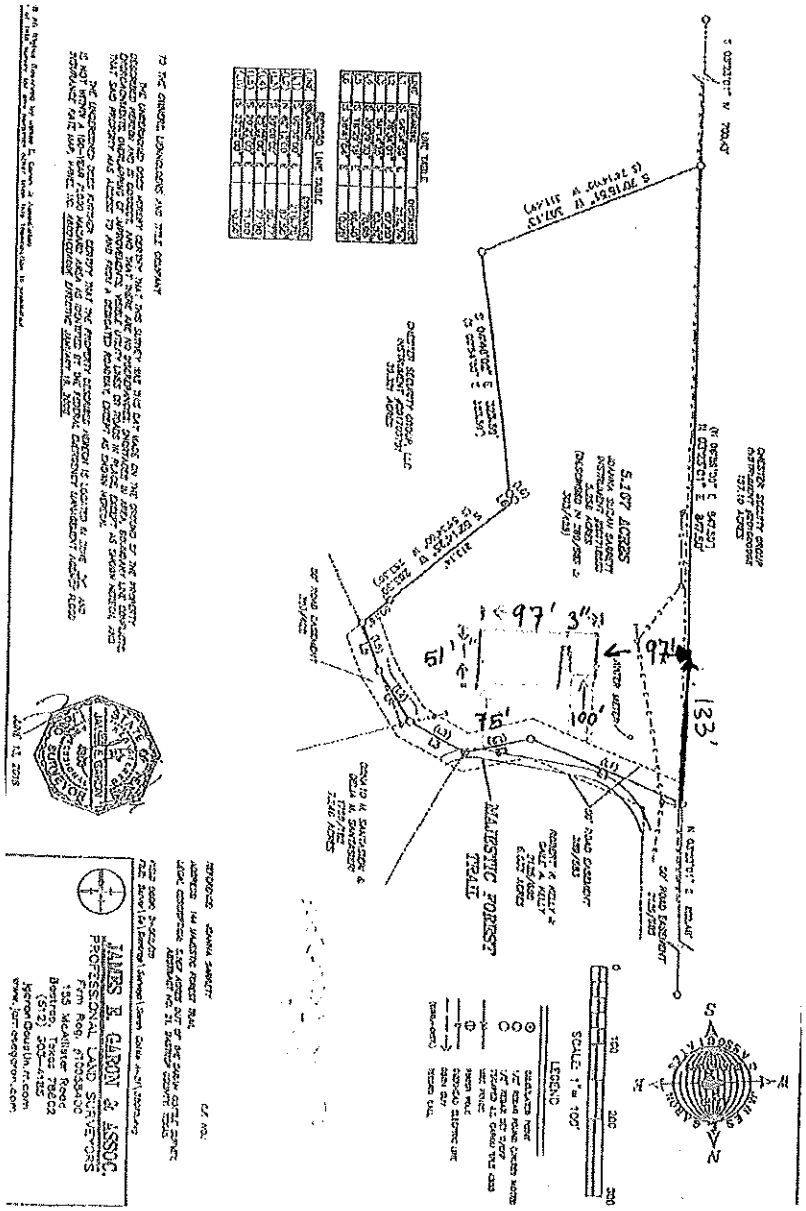


EXHIBIT B

TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

1. The development, with associated buildings, and infrastructure will cover approximately .5 acre or less of the total property. This .5-acre delineation does not include the driveway, provided it is less than 16 feet wide. If the driveway is greater than 16 feet wide, it will be considered part of the .5-acre development area. The remainder of the property shall be maintained in its natural vegetational state. Clearing during pre-construction and construction of the development will be limited to the .5-acre development area and the driveway, if applicable.

2. Use of construction equipment will be limited to the approximately .5-acre development area, and erosion control measures will be implemented as necessary to prevent soil erosion and run-off from the property.

3. The Applicant shall avoid or minimize use of herbicides and pesticides. If these products are used at all, they must be applied in full compliance with label guidelines for dilution and application. If the Applicant determines that an insecticide or herbicide treatment must be used, he/she must avoid contamination of temporary ponds and other natural wetlands or bogs by limiting use of chemicals near them and by disposing of rinse water and empty containers in strict accordance with label directions.

4. Except as may be separately authorized and permitted under the Lost Pines HCP, no logging or cutting of trees, or removal of vegetation shall be done outside of the approximately .5-acre development area, with the exception of dead, dying, or diseased trees or tree limbs, which may be removed if the Applicant desires. Also, if the Applicant desires, common understory plants including yaupon, mesquite, and eastern red cedar found on the property may be removed by hand-cutting.

5. Outside the approximately .5-acre development area, the Applicant shall not alter or disturb any wetlands, ponds (including temporary ponds which form in drainage areas), or bogs located on the property.

6. The Applicant shall control fire ant infestations by limiting soil disturbance, inspecting imported soil and nursery products thoroughly for fire ants, and by properly disposing of trash. If imported top soil and nursery products are to be used, they must be inspected for the presence of fire ants and/or their eggs. If fire ants and/or their eggs are present, the topsoil and/or nursery products shall be treated prior to use, and will only be used within the approximately .5-acre development area.

7. The area where soil and/or vegetation will be disturbed will be minimized to the greatest extent possible, paying close attention to whether Houston toads are present. If a Houston toad is seen during excavation, all work must cease and the Applicant must contact the United States Fish & Wildlife Service ("Service") immediately to discuss the matter and coordinate further activities in that area.

8. The current "No Surprises" policy of the Service provides that additional mitigation requirements for land, water, or financial obligations shall not be required of any Applicant or his/her successors or assigns beyond the level of mitigation required in the LPHCP if the applicable provisions of the LPHCP are fully and completely complied with and implemented during the five-year period of this Construction Certificate. With respect to the Construction Certificate issued under the LPHCP and its other supporting documents, impacts to the Houston toad are adequately addressed.

EXHIBIT B (con't)

TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

9. The Applicant will inform the County in writing upon completion of construction, noting the exact Construction Certificate number #COP-200710-C0207 to which completion of construction applies. Site development and construction activities shall occur before Construction Certificate expiration. The written notification will be submitted by October 1 of the year in which construction is completed to Bastrop County, Attn: LPHCP Administrator, 804 Pecan Street, Bastrop, Texas 78602.

10. Upon locating a dead, injured, or sick Houston toad, or any other endangered or threatened species, the Applicant is required to contact the Service's Law Enforcement Office in Austin, Texas, (512) 490-0948 or in San Antonio, Texas, (210) 681-8419 for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Applicant and his/her contractor/subcontractor has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

11. Conditions of each Construction Certificate issued under this HCP shall be binding on, and for the benefit of, the Applicant and his/her respective successors and assigns. If a Construction Certificate requires an amendment because of change of ownership, the County will process that amendment without the requirement of the Applicant preparing any new documents or providing any mitigation over and above that required in the original Construction Certificate. The construction activities proposed or in progress under an original Construction Certificate may not be interrupted provided the required special conditions of an issued Construction Certificate are being followed.

12. If, during the tenure of a Construction Certificate issued under the LPHCP, the project design and/or the extent of the habitat impact described in this Implementing Agreement is altered, such that there may be an increase in the anticipated take of the Houston toad, the Applicant is required to contact the County and obtain authorization and/or amendment of the Construction Certificate before commencing any construction or other activities that might result in take beyond that described in the LPHCP for the Houston toad.

13. The authorization granted by each Construction Certificate will be subject to full and complete compliance with the Construction Certificate and this Implementing Agreement. Each Applicant will be responsible for implementation of the terms and conditions of the Construction Certificate and this Implementing Agreement. Acceptance of a Construction Certificate serves as evidence that each Applicant understands and agrees to abide by the terms of the Construction Certificate and all applicable Sections of Title 50 of the Code of Federal Regulations Parts 13, 17, and 21 pertinent to issued Construction Certificates.

END OF EXHIBIT B
TERMS AND CONDITIONS OF THE
LOST PINES HABITAT CONSERVATION PLAN CONSTRUCTION CERTIFICATE

CA 9

CONSERVATION EASEMENT FOR WILDLIFE MANAGEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____day of _____, 20____ by Joe Alfred Jimenez, having an address at 234 Hoffman Rd, Bastrop, Texas 78602 ("Grantor"), in favor of Bastrop County, a political body in the State of Texas having an address at 804 Pecan Street, Bastrop, Texas 78602 ("Grantee" or "County").

RECITALS

WHEREAS, the County is the holder of a Section 10(a)(1)(B) Permit # TE-113500-0 under the federal Endangered Species Act that authorizes the incidental take of the Houston toad in certain, prescribed circumstances ("Permit"); and

WHEREAS, the Permit applies to approximately 124,000 acre area within Bastrop County locally known as the "Lost Pines" ("Permit Area"); and

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Bastrop County, Texas, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is located within the Permit Area; and

WHEREAS, Grantor has been issued and intends to maintain a Notice of Receipt under the "Permit" for wildlife management ("NOR"); and

WHEREAS, Grantor has agreed to grant Bastrop County a conservation easement on the property described in the attached Exhibit B ("Easement Property"); and

WHEREAS, this Easement imposes affirmative obligations on Grantors to manage the Easement Property for the benefit and protection of the Houston toad in accordance with the *Wildlife Management Guidelines* adopted as part of the Permit; and

WHEREAS, the grant of this Easement is not intended and does not constitute mitigation for the permanent loss of Houston toad habitat under the Permit; and

WHEREAS, Grantors and Grantee intend that this Easement meet the requirements of Subchapter A, Chapter 183, Natural Resources Code to constitute a Conservation Easement.

NOW, THEREFORE in consideration of the above stated recitals, the mutual covenants, terms, conditions, and restrictions contained herein, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in the Easement Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose and Nature of Easement. It is the purpose of this Easement to assure that the Easement Property will be under active management for the benefit of the Houston toad in accordance with an unexpired wildlife management plan consistent with the Texas Comptroller's *Guidelines for Qualification of Agricultural Land in Wildlife Management* and the *Wildlife Management Guidelines* ("Conservation Value") and to prevent any use of the Easement Property that will significantly impair or

interfere with the Conservation Value of the Easement. Grantors agree that any physical modification to the Easement Property must be made pursuant to an unexpired wildlife management plan consistent with the *Wildlife Management Guidelines* and the terms of the Permit, including adaptive management changes to conservation efforts for the Houston toad. This Easement grants a non-possessory interest to Grantee. Nothing in this Easement shall be construed to create any obligation on the part of the County to perform any management activities with respect to the Houston toad or the Permit.

In the event that any portion of the Property is subject to a permanent conservation easement granted for the benefit of the Houston toad and a conflict exists between the descriptions of the permanent easement and this easement, the description of the permanent easement shall control.

2. Rights of Grantee, Right of Entry. To accomplish the purpose of this Easement the following rights are conveyed:

(a) To Grantee and its agents, including biologists working on behalf of the County, to enter upon the Property and the Easement Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 5; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Easement Property; and

(b) To Grantee prevent any activity on or use that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use pursuant to the remedies set forth in Section 5.

(c) To the U.S. Fish and Wildlife Service, in consideration of the issuance of a NOR under the Permit, the right to enter upon the Easement Property and the Property at reasonable times in order to monitor compliance with this Easement, the NOR and the Permit.

3. Prohibited Uses. Any activity on or use inconsistent with the purpose of this Easement is prohibited on the Easement Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Easement Property:

(a) Use of Biocides. Pesticides or biocides, including insecticides, fungicides, rodenticides, and herbicides, may be used as described in a wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit.

(b) No Dumping. There shall be no dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, or any placement of underground storage tanks in, on, or under the Easement Property. Except as authorized by a wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit, there shall be no changing of the topography through the placement of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Easement Property or the Property that could cause erosion or siltation on the Easement.

(c) No Development. Except as authorized by an unexpired wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit, there shall be no disturbance of the soil or vegetation on the Easement Property.

(d) Exotics. Except as authorized by an unexpired wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit, no introduction of exotics is allowed.

4. Reserved Rights. Subject to the terms of this Easement, Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Easement Property, including the right to engage in or permit or invite others to engage in, all uses of the Easement Property that are not expressly prohibited herein or are not inconsistent with the purpose of this Easement.

5. Grantee's Remedies.

5.1. Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Easement Property so injured to its prior condition in accordance with a plan approved by Grantee.

5.2. Injunctive Relief. If Grantors fail to cure the violation within 45 days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within a 45 day period, fail to begin curing such violation within the 45 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary restraining order, temporary injunction or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

5.3. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Value of the Easement Property, Grantee may pursue its remedies under this Section 5 without prior notice to Grantors or without waiting for the period provided for cure to expire.

5.4. Suspension or Revocation of Notice of Receipt. Nothing in this Easement shall be construed to limit or prevent Grantee's right and authority to, suspend or revoke the Notice of Receipt ("NOR") issued for the Property. Grantors acknowledge and agree that if Grantee suspends or revokes the NOR pursuant to Section 5 of this instrument, that the incidental take authorization provided by the NOR shall cease as of the time of suspension or revocation.

5.5. Scope of Relief. Grantee's rights under this Section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement would be inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 5.2. In addition, Grantee may obtain equitable relief, without the necessity of proving either

actual monetary damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.6. Costs of Enforcement. In the event Grantee obtains a judicial order or judgment enforcing this Easement, then Grantee may recover all reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees and any costs of restoration necessitated by Grantors' violation of the terms of this Easement.

5.7. Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

5.8. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

5.9. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Easement Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the property resulting from such causes.

6. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

7.1. Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property, including the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any other activity or use permitted by this Easement, and all such other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Easement Property free of any liens arising out of any work performed, for materials furnished to, or obligations incurred by Grantors.

7.2. Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Property;

(b) There are not now any underground storage tanks located on the Easement Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantors and the property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Property and its use,

(d) There is no pending or threatened litigation in anyway affecting, involving, or relating to the Easement Property; and

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation. or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

7.3. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Easement Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.4. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability of Grantee to exercise physical or managerial control over the day-to-day operations of the Easement Property, or any of Grantors' activities on the Easement Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

7.5. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties, provided, however, that this provision does not include injury or death to any agent, employee and contractor of Grantee who is acting under apparent or actual authority granted to Grantee pursuant to the Easement unless the injury or death is due to the gross negligence of Grantors; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law,

regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Easement Property; (3) the presence or release in, on, from, or about the Easement Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs 7.1 through 7.5.

8. Extinguishment and Condemnation.

8.1. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible or impractical to accomplish, including Grantor's actions and inactions, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by a written agreement executed by the Grantor and the Grantee that is recorded in the official records of Bastrop County, Texas.

8.2. Condemnation. If all or any part of the Easement Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, then at that point, this Easement becomes null and void.

8.3. Release of Easement. This Easement may be released or terminated by Grantors upon sixty (60) days written notice to the County.

8.4 Termination for Cause. In addition to the remedies set forth in Article 5 and Section 8.1 above, Grantee may terminate this Easement if: (1) Grantor violates the terms of this Easement; or (2) Grantor does not maintain a NOR under the Permit for wildlife management for the Property. Prior to Grantee terminating this Easement, Grantee must give written notice sent by certified mail of the violation or non-renewal of the NOR to Grantor. Grantor shall then have thirty (30) days within which to cure the violation to the satisfaction of Grantee or obtain a NOR under the Permit for wildlife management, as applicable. At the expiration of the thirty (30) day cure period, the Grantee shall determine whether it is satisfied that the violation has been cured or that the appropriate NOR under the Permit has been issued. In the event the violation is not cured to Grantee's satisfaction or the NOR issued at the close of the thirty (30) day cure period, Grantee may terminate this Easement by recording a Notice of Termination in the public records of Bastrop County, Texas. Grantee shall send a copy of the recorded Notice of Termination by certified mail to the Grantor.

9. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement *only* to an organization that is a qualified organization at the time of transfer under Chapter 183, Subchapter A, Texas Natural Resources Code (or any successor statute then applicable), and approved by the U.S. Fish and Wildlife Service. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantors of an assignment at least thirty (30) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

10. Subsequent Transfers. Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. Estoppel Certificates. Upon request by Grantors, Grantee shall within thirty (30) days execute and deliver to Grantors, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantors' compliance with any obligation of Grantors contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Easement Property as of Grantee's most recent inspection. If Grantors request more current documentation, Grantee shall conduct an inspection, at Grantors' expense within thirty (30) days of receipt of Grantors' written request therefor.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:	To Grantee:
Joe Alfred Jimenez	Bastrop County LPHCP Administrator
432 S. Old Potato Rd	804 Pecan Street
Paige, Texas 78659	Bastrop, Texas 78602

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in timely fashion in the official records of Bastrop County, Texas, and may re-record it at any time as may be required to preserve its rights in this Easement.

14. General Provisions.

14.1. Controlling Law and Venue. The interpretation and performance of this Easement shall be governed by the laws of the State of Texas. The venue for all judicial action relating to the interpretation, enforcement or extinguishment of this Easement shall be state courts in Bastrop County, Texas.

14.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of managing the Easement Property for the benefit of the Houston toad. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

14.4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 8.1 and is signed by both the Grantee and the current owner of the Property and such amendment is recorded in the official records of Bastrop County, Texas.

14.5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors title in any respect.

14.6. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

14.7. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantors" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

14.8. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

14.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

Grantors:

By:_____

Printed Name: Joe Alfred Jimenez

Date:_____

Grantee:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Grantor:

This instrument was acknowledged before me by Joe Alfred Jimenez on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

Grantee:

This instrument was acknowledged before me by Paul Pape on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

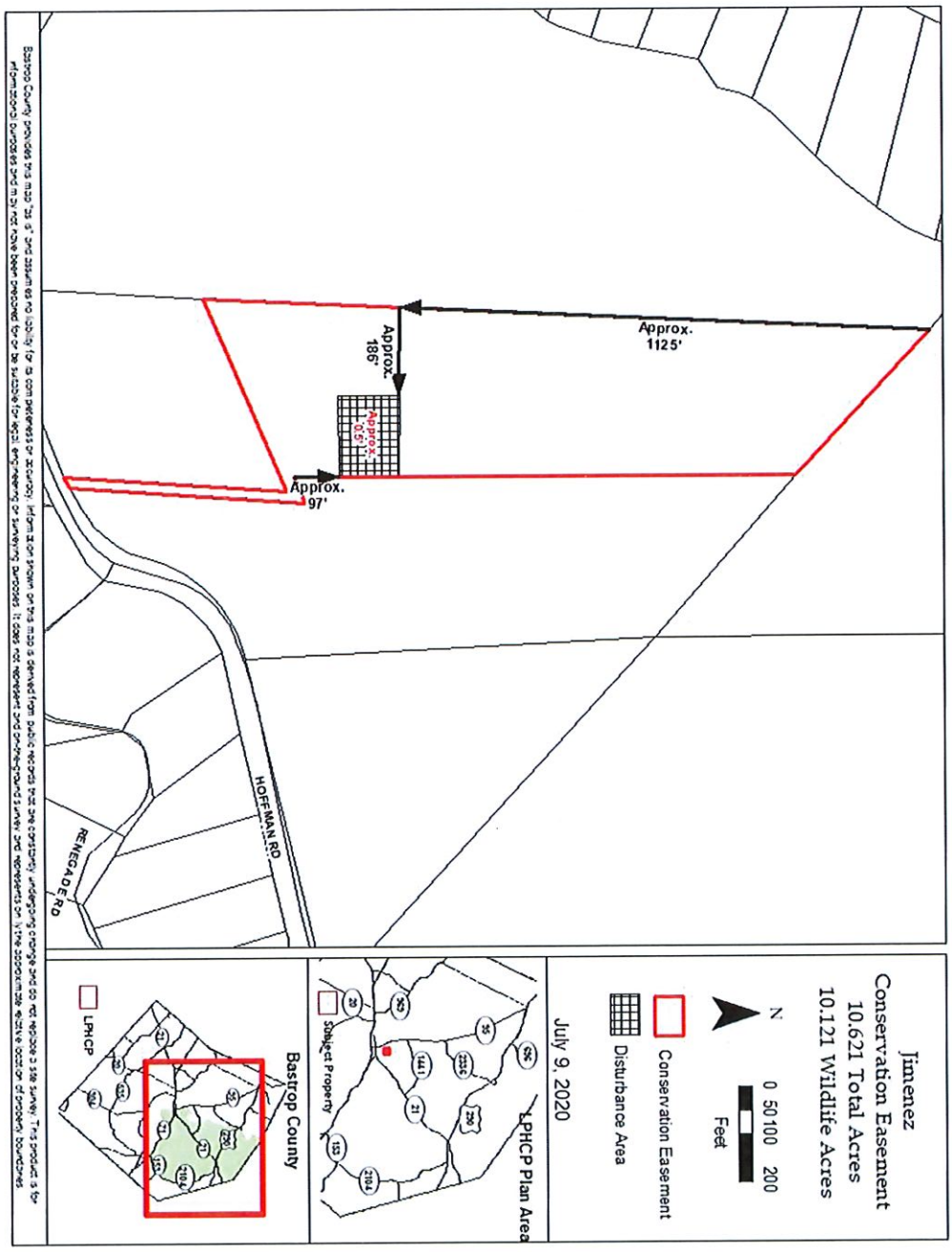
My Commission Expires:_____

EXHIBIT A

BEING A 10.621 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 9.560 ACRE TRACT OF LAND CONVEYED TO CHERYL LYNN MANGELSDORF BY DEED RECORDED IN VOLUME 643, PAGE 785 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS.

EXHIBIT B

BEING A 10.621 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 9.560 ACRE TRACT OF LAND CONVEYED TO CHERYL LYNN MANGELSDORF BY DEED RECORDED IN VOLUME 643, PAGE 785 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS, **SAVE AND EXCEPT** A 0.5 ACRE DISTURBANCE AREA AS DSECIBED IN THE FOLLOWING MAP.



CONSERVATION EASEMENT FOR WILDLIFE MANAGEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____day of _____, 20____ by Domingo Llagostera having an address at 144 Majestic Forest Trail, Smithville, Texas 78957 ("Grantors"), in favor of Bastrop County, a political body in the State of Texas having an address at 804 Pecan Street, Bastrop, Texas 78602 ("Grantee" or "County").

RECITALS

WHEREAS, the County is the holder of a Section 10(a)(1)(B) Permit # TE-113500-0 under the federal Endangered Species Act that authorizes the incidental take of the Houston toad in certain, prescribed circumstances ("Permit"); and

WHEREAS, the Permit applies to approximately 124,000 acre area within Bastrop County locally known as "Lost Pines" ("Permit Area"); and

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Bastrop County, Texas, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is located within the Permit Area; and

WHEREAS, Grantor has applied for a Notice of Receipt under the *Wildlife Management Guidelines* adopted as part of the Permit ("NOR"); and

WHEREAS, Grantor has agreed to grant Bastrop County a conservation easement on the property described in the attached Exhibit B ("Easement Property"); and

WHEREAS, this Easement imposes affirmative obligations on Grantors to manage the Easement Property for the benefit and protection of the Houston toad in accordance with the *Wildlife Management Guidelines*; and

WHEREAS, the grant of this Easement is not intended and does not constitute mitigation for the permanent loss of Houston toad habitat under the Permit; and

WHEREAS, Grantors and Grantee intend that this Easement meet the requirements of Subchapter A, Chapter 183, Natural Resources Code to constitute a Conservation Easement.

NOW, THEREFORE in consideration of the above stated recitals, the mutual covenants, terms, conditions, and restrictions contained herein, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in the Easement Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose and Nature of Easement. It is the purpose of this Easement to assure that the Easement Property will be under active management for the benefit of the Houston toad in accordance with an approved and unexpired wildlife management plan consistent with the *Wildlife Management Guidelines* adopted as part of the Permit ("Conservation Value") and to prevent any use of the Easement Property that will significantly impair or interfere with the Conservation Value of the Easement. Grantors agree that any physical modification to the Easement Property must be made pursuant to an approved and unexpired wildlife management plan consistent with the *Wildlife Management Guidelines* and the terms of the Permit. This Easement grants a non-possessory interest to Grantee. Nothing in this Easement shall

be construed to create any obligation on the part of the County to perform any management activities with respect to the Houston toad or the Permit.

So long as the Easement Property is actively managed pursuant to an approved and unexpired wildlife management plan that is consistent with the *Wildlife Management Guidelines* adopted as part of the Permit, the Property shall be deemed a habitat preserve as that term is defined in Chapter 83, Subchapter B, Texas Parks and Wildlife Code.

In the event that any portion of the Property is subject to a permanent conservation easement granted for the benefit of the Houston toad and a conflict exists between the descriptions of the permanent easement and this easement, the description of the permanent easement shall control.

2. Rights of Grantee, Right of Entry. To accomplish the purpose of this Easement the following rights are conveyed:

(a) To Grantee and its agents, including biologists working on behalf of the County, to enter upon the Property and the Easement Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 5; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Easement Property; and

(b) To Grantee prevent any activity on or use that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use pursuant to the remedies set forth in Section 5.

(c) To the U.S. Fish and Wildlife Service, in consideration of the issuance of a NOR under the Permit, the right to enter upon the Easement Property and the Property at reasonable times in order to monitor compliance with this Easement, the NOR and the Permit.

3. Prohibited Uses. Any activity on or use inconsistent with the purpose of this Easement is prohibited on the Easement Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Easement Property:

(a) Use of Biocides. Pesticides or biocides, including insecticides, fungicides, rodenticides, and herbicides, may be used as described in a wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit.

(b) No Dumping. There shall be no dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, or any placement of underground storage tanks in, on, or under the Easement Property. Except as authorized by a wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit, there shall be no changing of the topography through the placement of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Easement Property or the Property that could cause erosion or siltation on the Easement.

(c) No Development. Except as authorized by an approved and unexpired wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit, there shall be no disturbance of the soil or vegetation on the Easement Property.

(d) Exotics. Except as authorized by an approved and unexpired wildlife management plan that complies with the *Wildlife Management Guidelines* of the Permit, no introduction of exotics is allowed.

4. Reserved Rights. Subject to the terms of this Easement, Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Easement Property, including the right to engage in or permit or invite others to engage in, all uses of the Easement Property that are not expressly prohibited herein or are not inconsistent with the purpose of this Easement.

5. Grantee's Remedies.

5.1. Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Easement Property so injured to its prior condition in accordance with a plan approved by Grantee.

5.2. Injunctive Relief. If Grantors fail to cure the violation within 45 days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within a 45 day period, fail to begin curing such violation within the 45 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary restraining order, temporary injunction or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

5.3. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Value of the Easement Property, Grantee may pursue its remedies under this Section 5 without prior notice to Grantors or without waiting for the period provided for cure to expire.

5.4. Suspension or Revocation of Notice of Receipt. Nothing in this Easement shall be construed to limit or prevent Grantee's right and authority to, suspend or revoke the Notice of Receipt ("NOR") issued for the Property. Grantors acknowledge and agree that if Grantor suspends or revokes the NOR pursuant to Section 5 of this instrument, that the incidental take authorization provided by the NOR shall cease as of the time of suspension or revocation.

5.5. Scope of Relief. Grantee's rights under this Section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement would be inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph

5.2. In addition, Grantee may obtain equitable relief, without the necessity of proving either actual monetary damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.6. Costs of Enforcement. In the event Grantee obtains a judicial order or judgment enforcing this Easement, then Grantee may recover all reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees and any costs of restoration necessitated by Grantors' violation of the terms of this Easement.

5.7. Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

5.8. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

5.9. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Easement Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the property resulting from such causes.

6. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

7.1. Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property, including the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any other activity or use permitted by this Easement, and all such other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Easement Property free of any liens arising out of any work performed, for materials furnished to, or obligations incurred by Grantors.

7.2. Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released,

generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Property;

(b) There are not now any underground storage tanks located on the Easement Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantors and the property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Property and its use,

(d) There is no pending or threatened litigation in anyway affecting, involving, or relating to the Easement Property; and

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation. or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

7.3. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Easement Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment. Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.4. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability of Grantee to exercise physical or managerial control over the day-to-day operations of the Easement Property, or any of Grantors' activities on the Easement Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

7.5. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties, provided, however, that this provision does not include injury or death to any agent, employee and contractor of Grantee

who is acting under apparent or actual authority granted to Grantee pursuant to the Easement unless the injury or death is due to the gross negligence of Grantors; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Easement Property; (3) the presence or release in, on, from, or about the Easement Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs 7.1 through 7.5.

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8.1. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible or impractical to accomplish, including Grantor's actions and inactions, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by a written agreement executed by the Grantor and the Grantee that is recorded in the official records of Bastrop County, Texas.

8.2. Condemnation. If all or any part of the Easement Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, then at that point, this Easement becomes null and void.

8.3. Release of Easement. This Easement may be released or terminated by Grantors upon sixty (60) days written notice to the County.

9. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement *only* to an organization that is a qualified organization at the time of transfer under Chapter 183, Subchapter A, Texas Natural Resources Code (or any successor statute then applicable), and approved by the U.S. Fish and Wildlife Service. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantors of an assignment at least thirty (30) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

10. Subsequent Transfers. Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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inspection. If Grantors request more current documentation, Grantee shall conduct an inspection, at Grantors' expense within thirty (30) days of receipt of Grantors' written request therefor.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:	To Grantee:
Domingo Llagostera	Bastrop County LPHCP Administrator
7307 Torquay Ln	804 Pecan Street
Houston, Texas 77074	Bastrop, Texas 78602

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in timely fashion in the official records of Bastrop County, Texas, and may re-record it at any time as may be required to preserve its rights in this Easement.

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14.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of managing the Easement Property for the benefit of the Houston toad. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

14.4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 8.1 and is signed by both the Grantee and the current owner of the Property and such amendment is recorded in the official records of Bastrop County, Texas.

14.5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors title in any respect.

14.6. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

14.7. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantors" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

14.8. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

14.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

Grantor:

By:_____

Printed Name: Domingo Llagostera

Date:_____

Grantee:

By:_____

Printed Name: Paul Pape, County Judge

Date:_____

ACKNOWLEDGMENTS

Grantors:

This instrument was acknowledged before me by Domingo Llagostera on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:_____

Grantee:

This instrument was acknowledged before me by Paul Pape on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

_____

Printed Name of Notary

My Commission Expires:

EXHIBIT A

THENCE with said Chester Security Group, LLC 39.321 acre tract the following six (6) calls:

1. S 30° 39' 23" E a distance of 78.95 ft to a ½" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;
2. S 18°29'19" E a distance of 66.40 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set for corner;
3. S 52°14'25" W, passing a 3/8" iron rod found at a distance of 50.16 feet and continuing for a total distance of 263.3 feet to a ½" iron rod with cap stamped "JE Garon ROL4303" set for corner;
4. S 36°41'04" E a distance of 10.28 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set for angle point;
5. S 04°46'02" E a distance of 323.59 feet to a ½" iron rod with cap stamped "JE Garon RPL4303" set for corner;
6. S 70°15'51" W a distance of 307.13 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set in the east line of said Chester Security Group 157.1 acre tract for the southwest corner hereof;

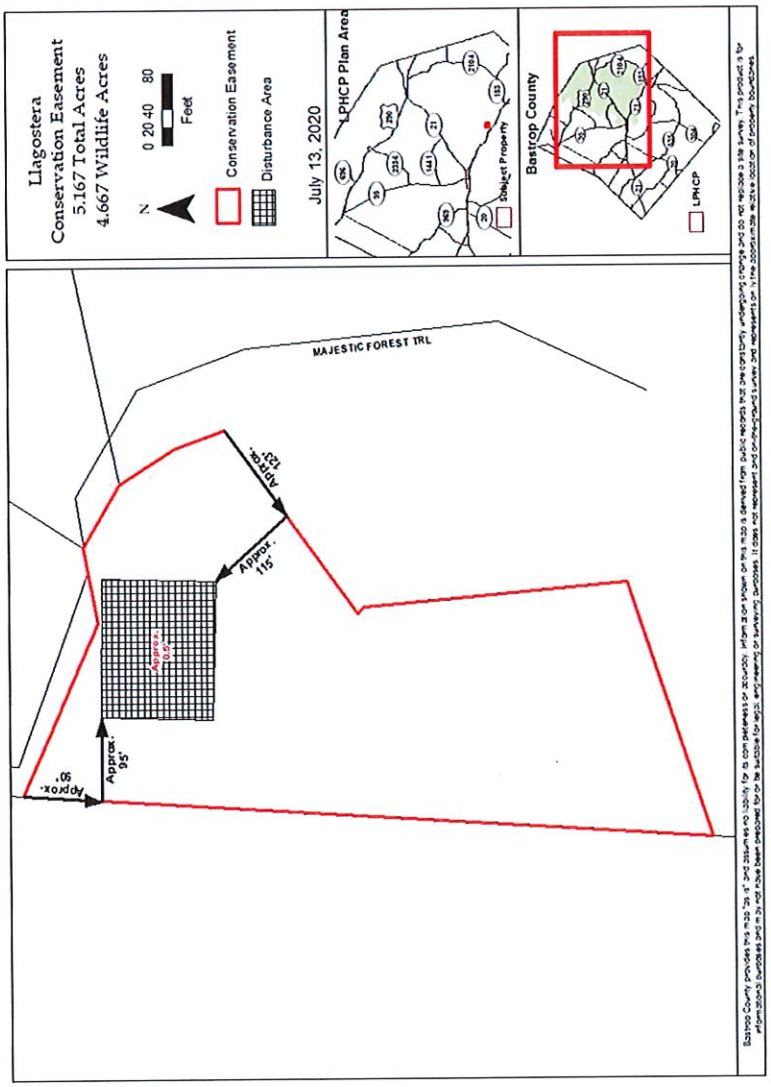
THENCE N 03°23'01" E a distance of 847.5 feet with the west line hereof; common with of said Chester Security Group 157.1 acre tract, to the POINT OF BEGINNING, containing 5.167 acres of land, more or less and as shown on map of survey prepared herewith.

EXHIBIT B

THENCE with said Chester Security Group, LLC 39.321 acre tract the following six (6) calls:

1. S 30° 39' 23" E a distance of 78.95 ft to a ½" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;
2. S 18°29'19" E a distance of 66.40 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set for corner;
3. S 52°14'25" W, passing a 3/8" iron rod found at a distance of 50.16 feet and continuing for a total distance of 263.3 feet to a ½" iron rod with cap stamped "JE Garon ROL4303" set for corner;
4. S 36°41'04" E a distance of 10.28 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set for angle point;
5. S 04°46'02" E a distance of 323.59 feet to a ½" iron rod with cap stamped "JE Garon RPL4303" set for corner;
6. S 70°15'51" W a distance of 307.13 ft to a ½" iron rod with cap stamped "JE Garon RPL4303" set in the east line of said Chester Security Group 157.1 acre tract for the southwest corner hereof;

THENCE N 03°23'01" E a distance of 847.5 feet with the west line hereof; common with of said Chester Security Group 157.1 acre tract, to the POINT OF BEGINNING, containing 5.167 acres of land, more or less and as shown on map of survey prepared herewith; **SAVE and EXCEPT a 0.5 acre disturbance area as described in the following map.**



CA10

803 Pine Street Bastrop, Tx., 78602
p. 512-581-7110, f. 512-581-4228

Today's Date: 7/22/2020

7-27-20 Surplus Salvage List

* FIXED ASSET DIVISION USE ONLY.

Todays Date	Category	Description	Dept. No.	Current Location	Status [MODE]	CC Approval Date
7/22/2020	Other - Office Material/ Supplies	Costume Jewelry	560	200 Jackson St. Bastrop, Tx. 78602 [Central Ave./Maintenance Shop]	AUCTION	7/27/2020

CA 11

Development Services Department
Carolyn Dill, P.E. – Director

Sonia Thomas, Planning Technician

211 Jackson St.
Bastrop, Texas 78602
512.581.4076
FAX: 512.581.7178
sonia.thomas@co.bastrop.tx.us

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: July 20, 2020

RE: Discussion and possible action regarding Reyna Place; divide 0.930 acres out of 5.991 acres in the Freeman Wilkerson Survey; Owner: Cruz S,. Reyna; Precinct: 3

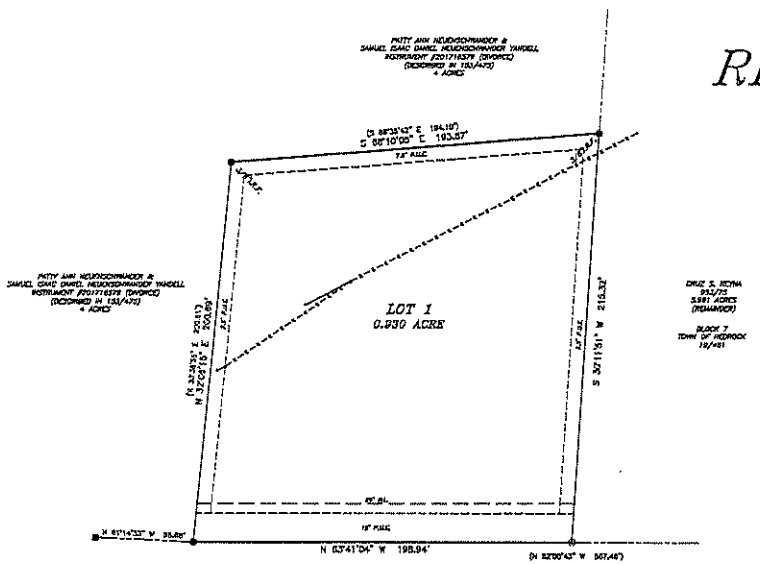
The property owners are applying to divide 0.930 acres out of 5.991 acres on Lentz Main St.

This subdivision meets all state laws and county regulations.

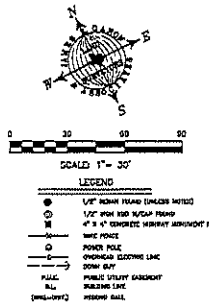
Approval of this plat by the Commissioners Court is required according to Section 232.002 of the Local Government Code.

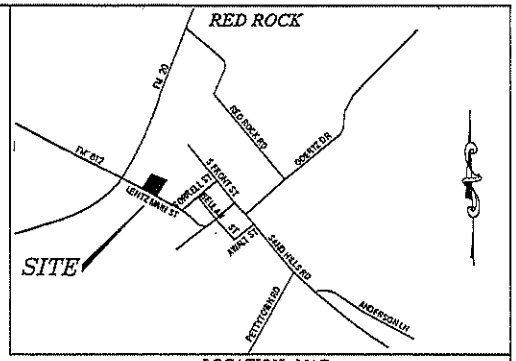
Attachment: Final plat

REYNA PLACE



LENTZ MAIN STREET
(100' R.O.W.)





LOCATION MAP
NOT TO SCALE

STATE OF TEXAS ||
COUNTY OF BASTROP ||

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CRUZ D. REYNA, BEING THE OWNER OF 3.691 ACRES OUT OF THE FREEMAN WILKERSON SURVEY, ABSTRACT NO. 247, BASTROP COUNTY, TEXAS AND AS CONVEYED TO ME BY DEED RECORDED IN VOLUME 953, PAGE 73, OF THE OFFICIAL RECORDS OF BASTROP COUNTY, DO HEREBY PLAT 0.930 ACRE IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

REYNA PLACE

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS THE_____DAY OF_____, 2020, A.D.

_____
CRUZ D. REYNA
111 S. FIRD STREET
LOCKHART, TEXAS 78644

STATE OF TEXAS ||
COUNTY OF BASTROP ||

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CRUZ D. REYNA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_____DAY OF_____ 2020, A.D.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

JAMES E. GARON 11-06-2020
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS ||
COUNTY OF BASTROP ||

I, ROSE PIETSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE_____DAY OF_____, 2020, A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, THIS_____DAY OF_____, 2020, A.D.

_____ _____
DEPUTY ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY,TEXAS

STATE OF TEXAS ||
COUNTY OF BASTROP ||

I, ROSE PIETSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____DAY OF_____, 2020, A.D., AT_____O'CLOCK ____M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET_____, PAGE_____.

FILED FOR RECORD ON THE_____DAY OF_____, 2020, A.D.

_____ _____
DEPUTY ROSE PIETSCH
COUNTY CLERK
BASTROP COUNTY,TEXAS

AQUA WATER NOTE:

AS OF THE DATE INDICATED BELOW, AQUA WATER SUPPLY CORPORATION HAS NOT AGREED TO PROVIDE WATER SUPPLY SERVICE TO THIS SUBDIVISION BECAUSE THE SUBDIVISION HAS NOT COMPLIED WITH THE TARIFF OF AQUA WATER SUPPLY CORPORATION, INCLUDING SPECIFICALLY THE RULES AND REGULATIONS CONCERNING AQUA'S SERVICE TO SUBDIVISIONS UNDER THE AQUA TARIFF. RETAIL WATER SERVICE IS NOT AVAILABLE TO ANY LOT IN A SUBDIVISION THAT IS NOT IN COMPLIANCE WITH ALL SUCH RULES AND REGULATIONS, INCLUDING THE PAYMENT OF APPLICABLE FEES. NO LOT IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE RETAIL WATER SERVICE FROM AQUA'S DISTRIBUTION SYSTEM UNTIL THE SUBDIVISION FULLY COMPLIES WITH ALL OF THE PROVISIONS OF AQUA'S TARIFF, INCLUDING THE RULES AND REGULATIONS CONCERNING AQUA'S SERVICE TO SUBDIVISIONS.

_____ _____
ALAN DAVID McMURRY DATE
GENERAL MANAGER
AQUA WATER SUPPLY CORPORATION

UTILITY SERVICE PROVIDED:

WATER SERVICE IS PROVIDED BY: AQUA WATER SUPPLY CORPORATION
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC COOPERATIVE

STATE OF TEXAS ||
COUNTY OF BASTROP ||

I, JAMES E. GARON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF BASTROP COUNTY, TEXAS.

_____
JAMES E. GARON
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
185 MCALISTER ROAD
BASTROP, TEXAS 78602
PH. 512-303-4185 FAX 512-321-2107
JAMES@GARON.COM

FLOOD PLAIN NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA (1% ANNUAL CHANCE OF FLOODING AREA) AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0475D, EFFECTIVE JANUARY 19, 2006 FOR THE COMMUNITY BASTROP COUNTY, COMMUNITY NUMBER 481193.

FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE COMMISSIONERS COURT DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE THEREUNDER.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY, DUPLEX, AND MULTI-FAMILY CONSTRUCTION.

PLAT NOTES:

1. PERMITS: PROPERTY IN THIS SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO: BASTROP COUNTY 911 ADDRESSING ASSIGNMENT, DRIVEWAY/CULVERT, DEVELOPMENT, FLOODPLAIN, ON-SITE SEWAGE FACILITY, AND LOST PINES HABITAT CONSERVATION PLAN. COUNTY PERMITS ARE OBTAINED AND ISSUED THROUGH THE BASTROP COUNTY DEVELOPMENT SERVICES DEPARTMENT.

2. NO ON-SITE WATER WELL MAY BE PLACED WITHIN 100' (50' IF ENCASED) OF AN ON-SITE SEWAGE DISPOSAL AREA, NOR CAN ANY ON-SITE SEWAGE DISPOSAL AREA BE PLACED WITHIN 100' (50' IF ENCASED) OF AN ON-SITE WELL.

3. EACH LOT SHALL HAVE A 20' WATER WELL SETBACK ADJACENT TO PROPERTY LINES. PROPERTY OWNERS AND/OR REGISTERED WATER WELL INSTALLERS ARE RESPONSIBLE TO DETERMINE APPROPRIATE LOCATIONS FOR SAME, IF NOT SPECIFIED HEREON. FURTHER INFORMATION AND REGISTRATION OF ON-SITE WATER WELLS IS OBTAINED AND ISSUED THROUGH THE LOST PINES GROUNDWATER CONSERVATION DISTRICT.

4. INDIVIDUAL ON-SITE SEWAGE FACILITY DESIGNS MUST BE SUBMITTED FOR APPROVAL FOR EACH LOT AND BUILT TO TEXAS COMMISSIONER ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND THE REQUIREMENTS OF THE BASTROP COUNTY ORDER FOR ON-SITE SEWAGE FACILITIES PRIOR TO OCCUPATION OF THE RESIDENCE.

5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND ELECTRIC DISTRIBUTION SYSTEMS AND WASTEWATER COLLECTION FACILITIES.

6. IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS, THAT THE CONSTRUCTION OF ALL BRIDGES, CULVERTS, STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATION PRESCRIBED BY THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS. THE COURT ASSUMES NO OBLIGATION TO CONSTRUCT ANY BRIDGES, CULVERTS, STREETS, ROADS OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

7. UPON APPROVAL OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING AND SUBSEQUENT ACCEPTANCE OF MAINTENANCE OF STREETS BY BASTROP COUNTY, IT IS UNDERSTOOD THAT PLACEMENT OF ANY AND ALL TRAFFIC CONTROL DEVICES REQUIRING SIGNAGE SUCH AS STREET NAMES, SPEED LIMITS, STOP SIGNS, YIELD SIGNS, ETC., SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE COMMISSIONERS COURT AND/OR THE COUNTY ENGINEER.

8. NEITHER APPROVAL OF A SUBDIVISION PLAT BY THE BASTROP COUNTY COMMISSIONERS COURT, NOR THE FILING/RECORDING OF AN APPROVED SUBDIVISION PLAT CONSTITUTES ACCEPTANCE BY BASTROP COUNTY OF ANY DEDICATION OF THE ROADS/STREETS DEPICTED ON THE PLAT. ONLY THE BASTROP COUNTY COMMISSIONERS COURT, ACTING AS A BODY, HAS THE AUTHORITY TO ACCEPT ROADS/STREETS INTO THE BASTROP COUNTY ROAD SYSTEM FOR COUNTY MAINTENANCE. INDIVIDUAL MEMBERS OF THE BASTROP COUNTY COMMISSIONERS COURT HAVE NO AUTHORITY TO BIND BASTROP COUNTY BY SEPARATE ACTION. UNTIL BASTROP COUNTY, THROUGH ITS COMMISSIONERS COURT, ACCEPTS A ROAD/STREET THAT HAS BEEN DEDICATED IN A PLAT, SAID ROAD/STREET IS NOT A COUNTY ROAD, AND IS NOT SUBJECT TO COUNTY MAINTENANCE.

9. ANY OBSTRUCTION IN THE COUNTY AND/OR TXDOT ROW MUST BE REMOVED AT THE OWNER'S EXPENSE.

10. NO STRUCTURES MAY BE BUILT IN ANY EASEMENT. ANY EXISTING STRUCTURES LOCATED IN A PUBLIC UTILITIES EASEMENT MUST BE REMOVED AT UTILITY COMPANY DISCRETION.

11. ALL DRIVEWAYS IN THIS SUBDIVISION MUST BE CONSTRUCTED TO FACILITATE DRAINAGE ALONG THE ROW. THE DEVELOPER AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF DRIVEWAYS IN ACCORDANCE WITH BASTROP COUNTY SPECIFICATIONS, WHICH MAY INCLUDE CULVERT PIPE INSTALLATION. A PERMIT MUST BE OBTAINED FROM BASTROP COUNTY PRIOR TO THE CREATION OF A DRIVEWAY. ACCESS TO STATE HIGHWAYS IS REGULATED BY TXDOT AND THEREFORE MUST BE APPROVED AND CONSTRUCTED TO ITS STANDARDS.

12. THIS SUBDIVISION DOES NOT LIE WITHIN THE CITY LIMITS OR ETJ OF ANY MUNICIPALITY.

REYNA PLACE

FIELD BOOK: S-612/19

JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10004400 & F-20380
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

APRIL 21, 2020

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Bluebonnet Trails Community Services

JUL 13 2020

CA 12

July 9, 2020

BOARD OF TRUSTEES

Bastrop County
Barbara Bogart
Secretary

Burnet County
Judge Roxanne Nelson

Caldwell County
Judge Tom Bonn

Fayette County
Bob Heinrich
Vice Chair

Gonzales County
John Raeke

Guadalupe County
Shirley Hester

Lee County
Mayor Robert Willrich

Williamson County
Hartley Sappington
Chair

EX OFFICIO
BOARD MEMBERS

Burnet County
Sheriff Calvin Boyd

Guadalupe County
Sheriff Arnold Zwicke

Judge Paul Pape
County Judge
Bastrop County Courthouse
804 Pecan Street
Bastrop, TX 78602

Dear Judge Pape,

The Commissioners Court of Bastrop County appointed Barbara Bogart to the Bluebonnet Trails Community Services Board of Trustees during March 2004. Barbara Bogart has served Bastrop County, representing the interests of both the county and the Center, with distinction. Today, Mrs. Bogart serves as the Secretary of the Board of Trustees.

It has been two years since the Commissioners last appointed Barbara Bogart to the Board of Trustees of Bluebonnet Trails Community Services. At an upcoming meeting of the Bastrop County Commissioners Court, Bluebonnet Trails Community Services respectfully requests the reappointment of Barbara Bogart to the Board of Trustees for the period of September 1, 2020 through August 31, 2022.

Please send confirmation of the reappointment by letter as soon as the Commissioners Court may best respond to this request to:

Andrea Richardson, Executive Director
Bluebonnet Trails Community Services
1009 N. Georgetown Street
Round Rock, Texas 78664

Thank you for your assistance. If you may have any questions, please feel free to call Andrea Richardson at 512-244-8305.

Sincerely,

Janie Mata
Assistant to the Board of Trustees