

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF  
 BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)  
 Monday, December 20, 2021 – 5:00 P.M.  
 Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

**1. CALL TO ORDER**

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 The Bastrop EDC Board reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item in compliance with the Texas Open Meetings Act, Chapter 551 Government Code.  
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**2. PUBLIC COMMENT(S)**

**3. REGULAR BUSINESS & PRESENTATIONS**

- 3.1. Presentation, discussion, and review of the offers for the building at 921 Main Street, including possible action by the BEDC Board to approve a real estate contract. **(page 3)**
- 3.2. BEDC Secretary/Treasurer Report **(page 4)**
- 3.3. Discussion and possible action on a change order from Doucet & Associates for the Zoning Concept Scheme for the undeveloped portion of the Bastrop Business and Industrial Park, in the amount of \$6,600; and update on the Zoning Concept Scheme. **(page 5)**
- 3.4. Discussion and possible action on funding a separate contract between the City of Bastrop and Bowman Consulting for general consulting services during construction of the River Loop Sidewalk Project. **(page 26)**
- 3.5. Discussion and possible action on an Amended Performance Agreement with Moca Ventures Nebraska, LLC. **(page 30)**

**4. EXECUTIVE SESSION**

- 4.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
  - (1) **Section 551.072** Deliberation regarding the purchase, exchange, lease, or value of real property – 921 Main Street.
  - (2) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.
- 4.2. The Bastrop EDC Board of Directors will reconvene into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein.

**5. ADJOURNMENT**

**CERTIFICATE**

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 17<sup>th</sup> of December 2021 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

*Angela Ryan*

Angela Ryan, BEDC Operations Manager

THE BASTROP ECONOMIC DEVELOPMENT CORPORATION IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS WILL BE PROVIDED UPON REQUEST. PLEASE CALL 512-303-9700.

## Agenda Item: 3.1

# AGENDA MEMORANDUM

Meeting Date: December 20, 2021

Agenda Item: Presentation, discussion, and review of the offers for the building at 921 Main Street, including possible action by the BEDC Board to approve a real estate contract.

Prepared by: BEDC Staff

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After evaluating various methods to sell the building located at 921 Main Street, constructed by the BEDC in 2020-2021, at the November 5<sup>th</sup> workshop, the Board approved Resolution R-2021-0016, authorizing the BEDC Executive Director or Secretary/Treasurer to take all necessary actions to enter into a representation agreement with Marcus & Millichap.

Representatives from Marcus & Millichap will be present at the December 20<sup>th</sup> meeting to update the Board on the offers they received on the building.

After reviewing the offers, the Board of Directors may approve a real estate contract selling the building to one of the potential buyers.

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**Recommendation** – Receive presentation from Marcus & Millichap and discuss offers, accept an offer, and authorize the BEDC Executive Director or Board Treasurer to execute a real estate contract to sell the building at 921 Main Street.

[RECOMMENDED MOTIONS] – None.



## Agenda Item: 3.2

# AGENDA MEMORANDUM

Meeting Date: December 20, 2021

Agenda Item: BEDC Secretary/Treasurer Report

Prepared by: BEDC Staff

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Because the goal of the December meeting was to address only matters of a time-sensitive nature, BEDC Staff did not request a financial report for the December meeting

Bill Gossett became the BEDC Secretary/Treasurer in October 2021, and he will give the Board an update related to his first few months in the position

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**Recommendation** – Staff has no recommendation.

[RECOMMENDED MOTIONS] – Staff has no recommended motion.



## AGENDA MEMORANDUM

Meeting Date: December 20, 2021

Agenda Item: Discussion and possible action on a change order from Doucet & Associates for the Zoning Concept Scheme for the undeveloped portion of the Bastrop Business and Industrial Park, in the amount of \$6,600; and update on the Zoning Concept Scheme.

Prepared by: BEDC Staff

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At the BEDC board meeting on October 18, 2021, the Board approved entering into an agreement with Doucet & Associates to prepare a Zoning Concept Scheme necessary for the rezoning of the undeveloped portions of the Bastrop Business and Industrial Park, in an amount not to exceed \$10,000.

The BEDC processed the initial invoice in the amount of \$6,700. However, additional work was required for the Zoning Concept Scheme (listed below), which cost \$9,900, bringing the total amount due to \$16,600.

Time was of the essence in order to meet the deadline for inclusion on the December 16, 2021, Planning and Zoning Meeting agenda, and therefore the work has already been completed.

Staff is requesting the Board approve a change order in the amount of \$6,600 to make up the difference.

Additional information required for submittal of Zoning Concept Scheme:

1. Site Drainage Plan and Pond Conceptual Design - \$6,400
2. Site Pedestrian Shed - \$1,200
3. Site Thoroughfare Plan - \$2,300

Attachments:

Doucet's Work Scope Change Order  
Draft Resolution R-2021-0017  
Zoning Concept Scheme

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**Recommendation** – Staff recommends approval of the additional \$6,600 for the cost of the Zoning Concept Scheme.

[RECOMMENDED MOTIONS] – I move to approve Resolution R-2021-0017.





7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 800.587.2817

Doucetengineers.com

## WORK SCOPE CHANGE ORDER #1

**Bastrop Economic Development Corporation**  
**301 Hwy 71 W, Suite 214**  
**Bastrop, Texas 78602**

**DATE: December 2, 2021**

**ATTN: Jean Riemenschneider**

**JOB NUMBER: 2014-003**

**PROJECT NAME: Bastrop EDC Industrial Park**

<b>ORIGINAL CONTRACT AMOUNT:</b>	<b>\$</b>	<b>6,700.00</b>
<b>CHANGE ORDER #1:</b>	<b>\$</b>	<b>9,900.00</b>
<b>REVISED CONTRACT AMOUNT:</b>	<b>\$</b>	<b>16,600.00</b>

Dear Ms. Riemenschneider,

Doucet is pleased to present an adjusted work scope based on our understanding of your needs.

### DESCRIPTION OF WORK SCOPE CHANGE ORDER

**1. Site Drainage Plan and Pond Conceptual Design**

Providing overall drainage plan and multiple pond conceptual designs for Zoning Scheme Approval.

**2. Site Pedestrian Shed**

Providing Pedestrian Shed Plan in accordance with Planning departments direction for Zoning Scheme Approval.

**3. Site Thoroughfare Plan**

Proving Site/Off Site thoroughfare plan including block lengths, typical sections, and other related planning requirements for Zoning Scheme Approval.

DESCRIPTION OF WORK SCOPE CHANGE	FEE BASIS	ESTIMATED FEE	TASK
1. Site Drainage Plan and Pond Conceptual Design	Lump Sum	\$ 6,400.00	502
2. Site Pedestrian Shed	Lump Sum	\$ 1,200.00	503
3. Site Thoroughfare Plan	Lump Sum	\$ 2,300.00	504
<b>TOTAL</b>		<b>\$ 9,900.00</b>	

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



# DOUCET

Please sign and email to Doucet Project Manager

Please retain a copy for your files.

**DOUCET**

**AUTHORIZED BY:**

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**Project Manager**

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**Client Representative**

December 3, 2021

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**Date**

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**Date**

TBPE Firm # 3937  
State of Texas Surveying Firm Certification # 10105800

**RESOLUTION NO. R-2021-0017****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE EXPENDITURE WITH DOUCET & ASSOCIATES FOR A ZONING CONCEPT SCHEME; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an engineering firm to perform certain design work; and

**WHEREAS**, the BEDC is the current property owner of the majority of property (“Property”) located in the Bastrop Business and Industrial Park; and

**WHEREAS**, the BEDC wishes to prepare certain undeveloped portions of the property for potential future economic development, which portions are currently designated as “P2 Rural”; and

**WHEREAS**, the City requires a Zoning Concept Scheme (“Scheme”) in order to rezone the property as “EC – Employment Center”; and

**WHEREAS**, Doucet & Associates (“Doucet”) provided the BEDC with an original cost estimate not to exceed \$10,000, which was approved by the BEDC Board on October 18, 2021; and

**WHEREAS**, the City required items be included with the Scheme that were not part of Doucet’s original scope of work; and

**WHEREAS**, time was of the essence in order for the BEDC’s rezoning request to be included for consideration at the December 2021 Planning and Zoning meeting, and as such Doucet provided the additional items to meet the City’s requirements for the Scheme, and these items totaled \$6,600 over the original approved amount of \$10,000; and

**WHEREAS**, after careful evaluation and consideration by the Board, it has determined that these services and this support was beneficially, efficiently and economically performed by Doucet, and the Board authorizes the total payment to Doucet in the amount of \$16,600.

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

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



**RESOLUTION NO. R-2021-0017**

**SECTION 2.** The Board hereby finds that the provision of certain professional services is necessary for the BEDC's proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, and hereby authorizes the Interim Executive Director or Board Treasurer to pay Doucet & Associates the additional costs of the Zoning Concept Scheme.

**SECTION 3.** This Resolution is effective upon passage.

**DULY RESOLVED AND ADOPTED** by the Board of Directors of the Bastrop Economic Development Corporation, this \_\_\_\_ day of \_\_\_\_\_ 2021.

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Kathryn Nash, Board Chair

ATTEST:

\_\_\_\_\_  
William Gossett, Board Secretary

APPROVED AS TO FORM:

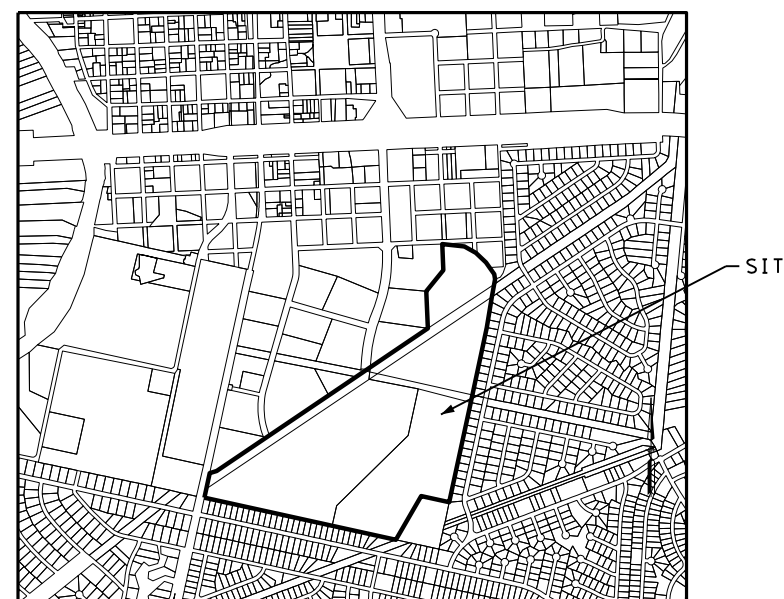
\_\_\_\_\_  
Denton, Navarro, Rocha, Bernal & Zech, P.C.

# BASTROP ECONOMIC DEVELOPMENT COUNCIL PLANS FOR PROPOSED ZONING CHANGE

## DECEMBER 2021

### INDEX

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- 15 OVERALL TRANSPORTATION PLAN
- 16 PEDESTRIAN SHED EXHIBIT



LOCATION MAP

N. T. S.

PREPARED BY:



Civil Engineering - Planning - Geospatial  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.DoucetEngineers.com  
 Firm Registration Number: 3937

PRELIMINARY  
 DOCUMENT UNDER  
 THE AUTHORITY  
 OF P. E. :  
 DAVID T. SPEICHER  
 94630  
 12/6/2021  
 NOT TO BE USED  
 FOR  
 CONSTRUCTION  
 PURPOSES.

DATE: 12/6/2021 2:45:40 PM  
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**EXPLANATION OF THE CODE**

The B<sup>3</sup> Code is organized in a hierarchal structure from the highest scale, Citywide planning, to the smallest scale, the Lot and Building. This Code builds neighborhoods inclusive of all Place Types necessary to live in close proximity to services, a variety of housing types, and close access to nature. The location of a Place Type is handled by geographically determined Standards. The Place Types, align with the Street Types, the Frontage types, and Building Types to ensure all the components of the neighborhood work together in harmony. Each section of the Code provides Standards that guide development to be holistic to each Building, Street, Block, and neighborhood.

**B<sup>3</sup> DEVELOPMENT TABLES**

The following B<sup>3</sup> Development Tables contain the details necessary to develop using the Code. The text of the Code explains the Standards and how they are applied. They work together to create complete neighborhoods in a variety of forms and patterns.

	P1	P2	P3	P4	P5	EC
<b>BLOCKS - SEC. 7.4.002</b>						
BLOCK LENGTH MAX.	UNLIMITED	720 FT	330 FT	330 FT	330 FT	720 FT
BLOCK PERIMETER MAX.	UNLIMITED	2,880 FT	1,320 FT	1,320 FT	1,320 FT	2,880 FT
<b>STREETS - ARTICLE 7.2</b>						
BOULEVARD	NP	NP	NP	P	P	P
AVENUE	NP	NP	P	P	P	P
CONNECTOR	NP	P	P	P	P	P
NEIGHBORHOOD STREET I	NP	P	P	P	NP	NP

BLANK= BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
NEIGHBORHOOD STREET II	NP	P	P	P	NP	NP
COMMERCIAL STREET I	NP	NP	NP	NP	P	P
COMMERCIAL STREET II	NP	NP	NP	NP	P	P
COURT STREET	NP	NP	P	P	P	P
SLIP STREET	NP	NP	P	P	P	P
PARK DRIVE	P	P	P	P	P	NP
BOARDWALK	NP	NP	NP	NP	P	P
PEDESTRIAN STREET	NP	NP	P	P	P	NP
<b>PEDESTRIAN SHEDS</b>						
PLACE TYPE ALLOCATION PER PED SHED*	Varies	Varies	10-35%	25-75%	5-20%	Varies

\* Place Type allocation for Traditional Neighborhood Development.

<b>CIVIC SPACE - ARTICLE 7.5</b>						
PARK	P	P	P	NP	NP	NP
GREEN	NP	NP	P	P	P	P
SQUARE	NP	NP	NP	P	P	P
PLAZA	NP	NP	NP	NP	P	P
PLAYGROUND	P	P	P	P	P	P
COMMERCIAL PLACE	NP	NP	NP	P	P	P
POCKET PARK	NP	NP	P	P	P	P

BLANK = BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
COURT	NP	NP	P	P	P	P
CLOSE	NP	NP	P	P	P	P
<b>BUILDING TYPES - ARTICLE 6.5</b>						
REARYARD						
COMMERCIAL	NP	NP	NP	NP	P	P
APARTMENT	NP	NP	NP	P**	P	P
ROWHOUSE	NP	NP	NP	P	P	P
SIDEYARD						
SIDEYARD	NP	NP	NP	P	P	P
COURTYARD						
COURTYARD HOUSE	NP	NP	NP	P	P	P
COURTYARD APARTMENT BUILDING	NP	NP	NP	P**	P	P
EDGEYARD						
RANCH HOUSE, VILLA	NP	P	P	NP	NP	NP
HOUSE	NP	P	P	P	NP	NP
DUPLEX	NP	P	P	P	NP	NP
TRIPLEX, FOURPLEX	NP	NP	NP	P	NP	NP
<b>ENCROACHMENT TYPES - SEC. 6.5.002</b>						

\*\* SEE PLACE TYPE OVERLAYS    BLANK= BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
PORCH	NP	P	P	P	NP	NP
DOORYARD	NP	NP	NP	P	P	P
TERRACE	NP	NP	NP	P	P	P
STOOP	NP	P	NP	P	P	P
LIGHTWELL	NP	NP	NP	P	P	P
GALLERY	NP	NP	NP	P	P	P
ARCADE	NP	NP	NP	NP	P	P

**LOT OCCUPATION - SEC. 6.3.008**

LOT COVERAGE		40% max	60% max	70% max	80% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		10 ft - no max	10 ft - 25 ft*	5 ft - 15 ft	2 ft - 15 ft	25 ft no max

\* Lots exceeding 1/2 acre may extend Build-to-Line up to 60 ft from the Frontage Line.

**BUILDING HEIGHT IN STORIES - SEC. 6.5.003**

PRINCIPAL BUILDING	NP	2 max	2 max	3 max**	5 max / 3 max Downtown	5 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max	2 max	2 max	NP

**FIRST LAYER ENCROACHMENTS - SEC. 6.5.002**

\*\*SEE PLACE TYPE OVERLAYS    BLANK= BY WARRANT    P = PERMITTED    NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
OPEN PORCH	NP	50% max	50% max	80% max	NP	NP
BALCONY AND/OR BAY WINDOW	NP	25% max	25% max	50% max	100% max	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	NP	100% max	100% max	50% max

**R.O.W. ENCROACHMENTS -  
SEC. 6.5.002**

AWNING, GALLERY, OR ARCADE

to within 2 ft. of the Curb

**ENCROACHMENT DEPTHS -  
SEC. 6.5.002**

PORCH		5 ft min	8 ft min	8 ft min	NP	NP
GALLERY		NP	NP	10 ft min	10 ft. min.	10 ft min
ARCADE		NP	NP	NP	12 ft. min.	NP

**PARKING LOCATION -  
SEC. 6.3.006**

SECOND LAYER		P	P	NP	NP	NP
THIRD LAYER		P	P	P	P	P

**SIGNAGE - CH. 8**

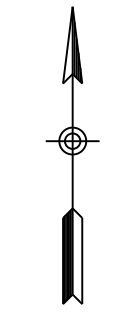
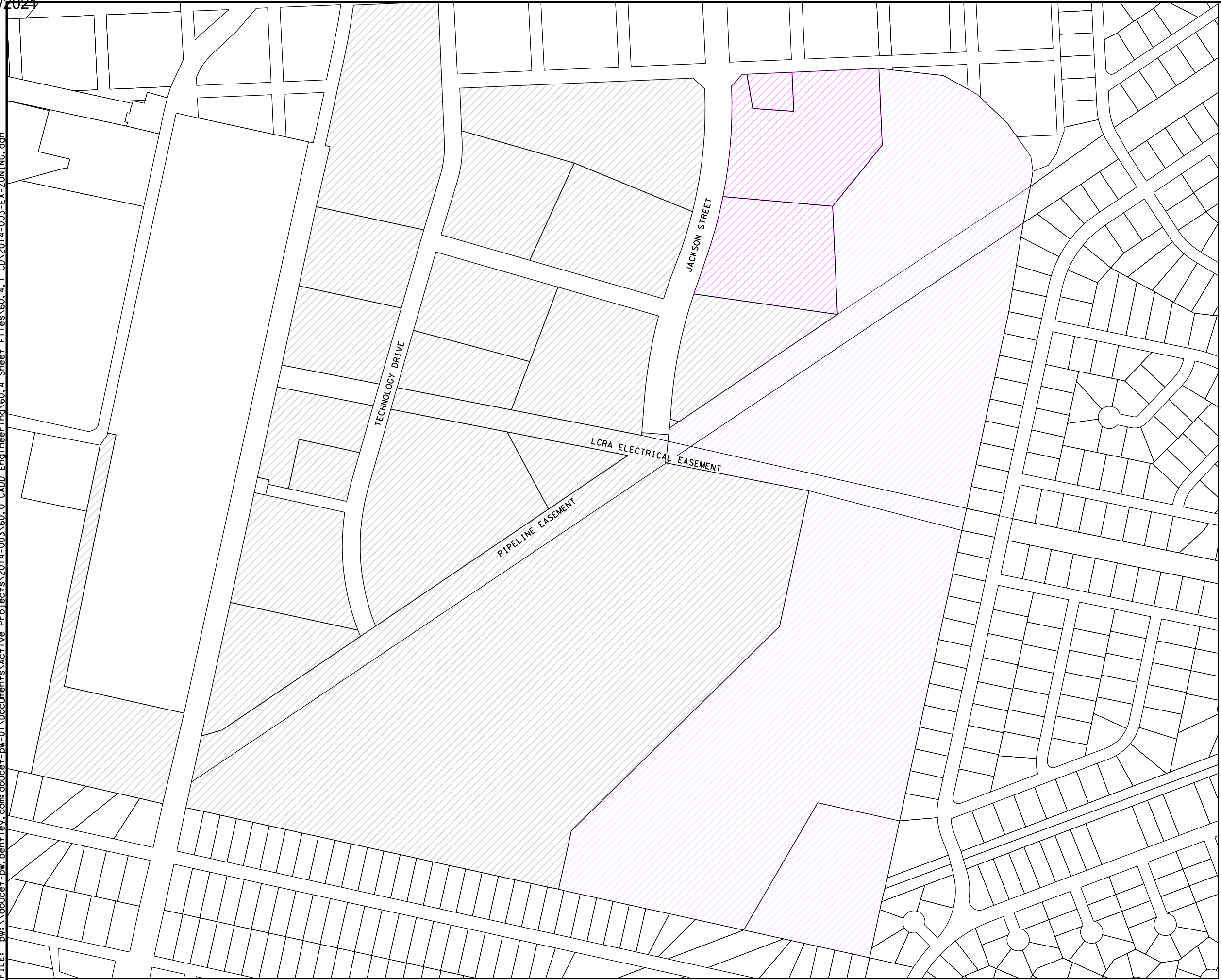
ADDRESS SIGN	P	P	P	P	P	P
AWNINGS & SIGNS	NP	NP	NP	P	P	P
BAND SIGNS	NP	NP	NP	P	P	P

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
BLADE SIGNS	NP	NP	NP	P	P	P
MARQUEE SIGNS	NP	NP	NP	NP	P	P
NAME PLATE SIGNS	NP	NP	NP	P	P	P
OUTDOOR DISPLAY CASE	NP	NP	NP	P	P	P
SIDEWALK SIGNS	NP	NP	NP	P	P	P
WINDOW SIGNS	NP	NP	NP	P	P	P
YARD SIGNS	NP	NP	NP	P	NP	P
MONUMENT SIGN	NP	NP	NP	NP	P	P
<b>PUBLIC LIGHTING TYPES - SEC. 7.5.005</b>						
COBRA HEAD	P	P	NP	NP	NP	P
PIPE	P	P	P	P	P	P
POST		P	P	P	P	P
COLUMN			P	P	P	P
DOUBLE COLUMN			BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED			



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NOT TO SCALE

- P2 - RURAL
- P5 - CORE
- EC - EMPLOYMENT CENTER

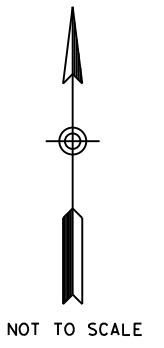
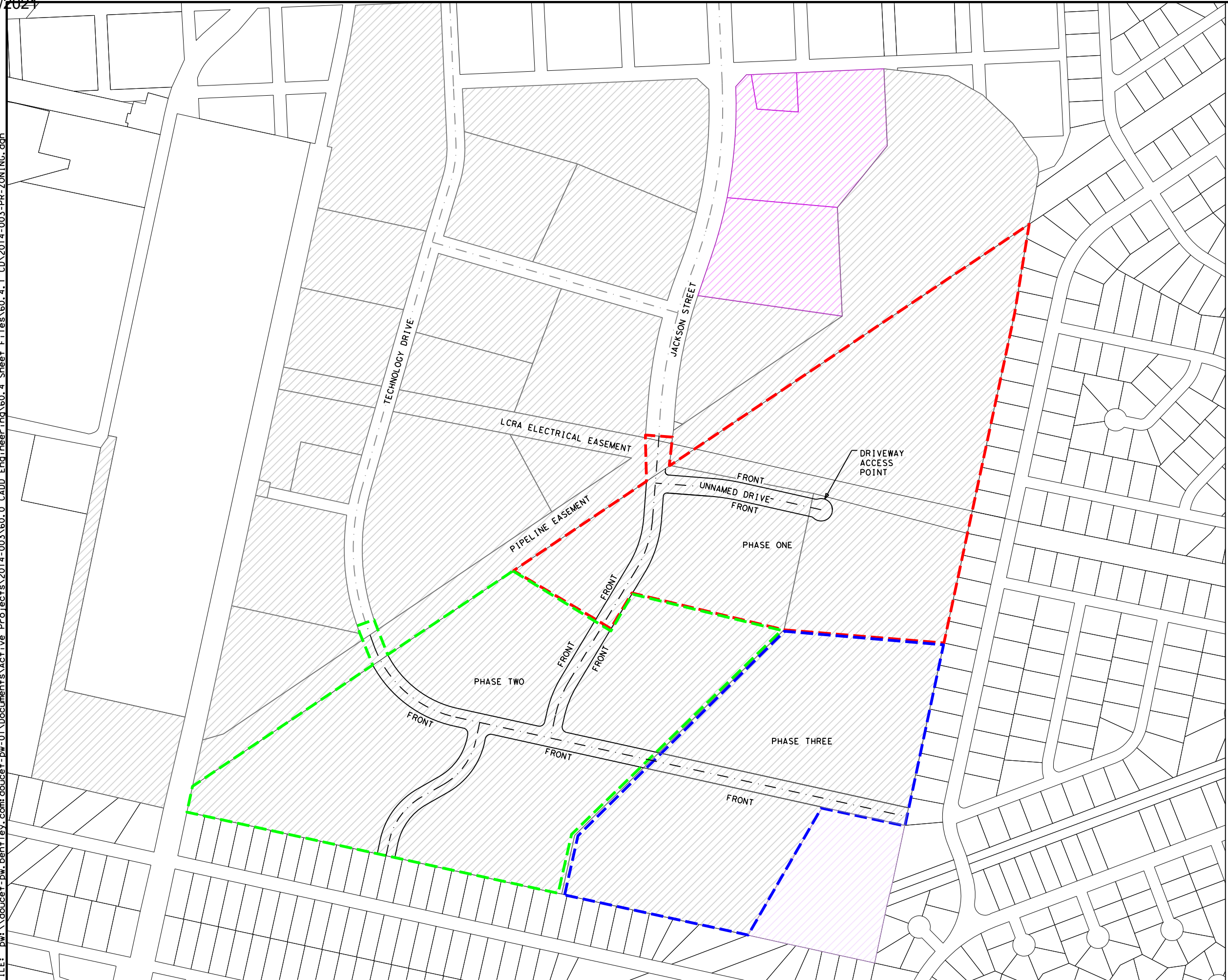
**DA & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 E. Highway 71 W. Suite 160  
 Austin, Texas 78735 Phone: (512) 883-2600  
 www.DoucetEngineers.com  
 Firm Registration Number: 3937

DRAWN BY: \$DRAWNS  
 DESIGNED BY: \$DESIGNED\$  
 TITLE:  
**EXISTING ZONING MAP**

PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P.E.:  
 DAVID T. SPEICHER  
 94630  
 12/6/2021  
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NO.	REVISION	BY	DATE

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- P2 - RURAL
- P5 - CORE
- EC - EMPLOYMENT CENTER
- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY
- PHASE THREE BOUNDARY

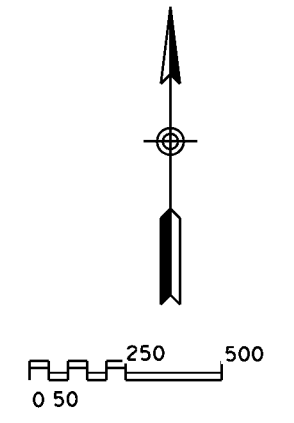
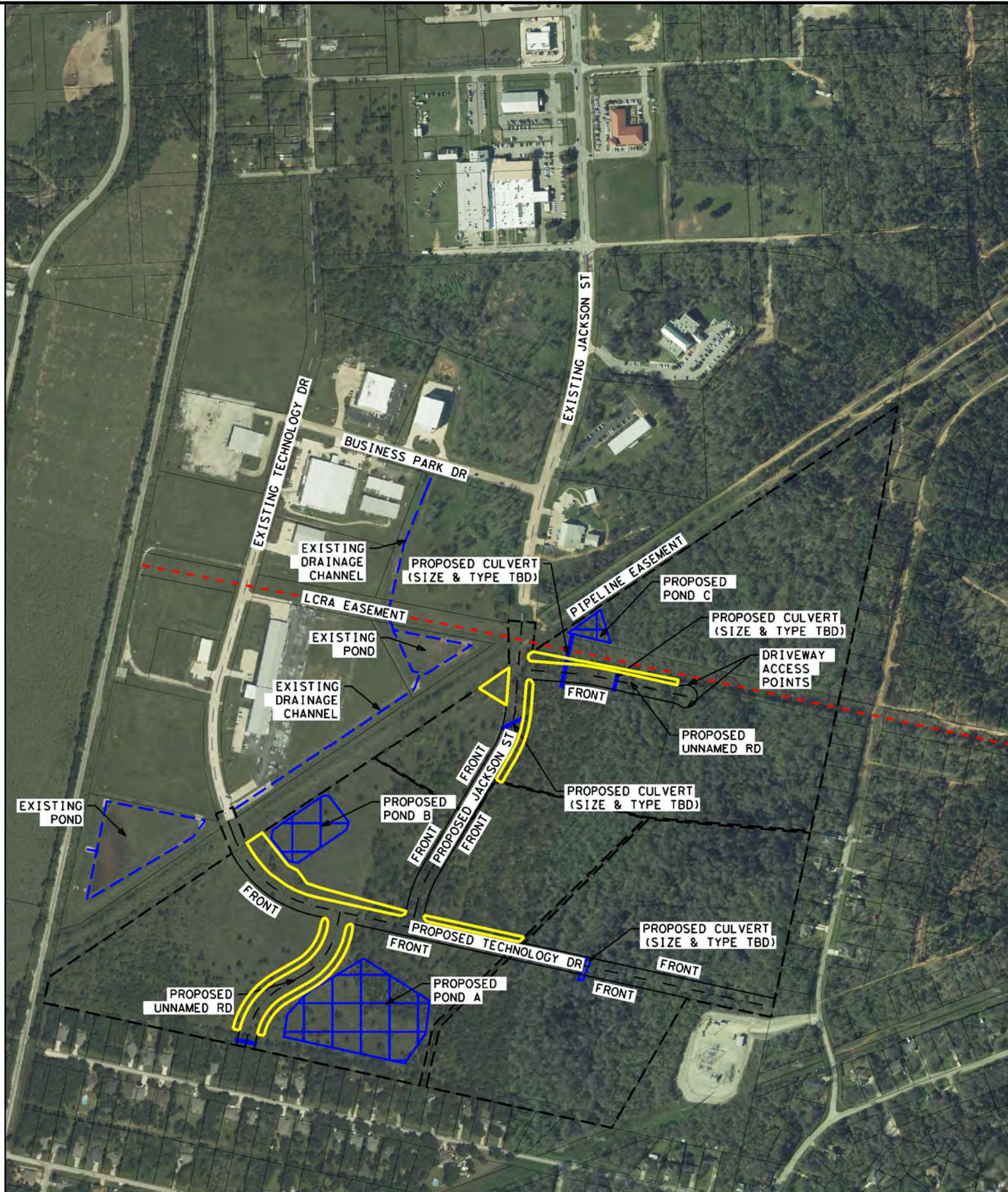
**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 E. Highway 71 W. Suite 160  
 Austin, Texas 78735 Phone: (512) 883-2400  
 www.DoucetEngineers.com  
 Firm Registration Number: 3937

DRAWN BY: \$DRAWNS  
 DESIGNED BY: \$DESIGNED\$  
 TITLE: **PROPOSED ZONING MAP**

PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P.E.:  
 DAVID T. SPEICHER  
 94630  
 12/6/2021  
 NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NO.	REVISION	BY	DATE

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LANDSCAPING AREA   
 PHASE BOUNDARIES

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Construction  
 7401 N. Highway 71 W, Suite 140  
 Austin, Texas 78735 Phone: (512) 853-2400  
 www.douceEngineers.com  
 Firm Registration Number: 3137

DRAWN BY: sdravns  
 DESIGNED BY: sdravns  
 TITLE:  
**LANDSCAPE MAP**

PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P.E.:  
 DAVID T. SPITZER  
 12/6/2021  
 NOT TO BE USED FOR CONSTRUCTION PURPOSES.

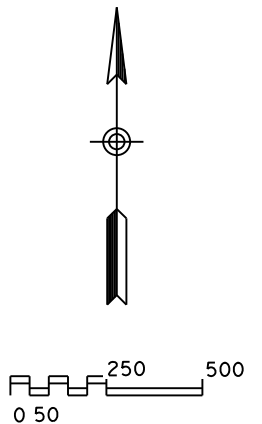
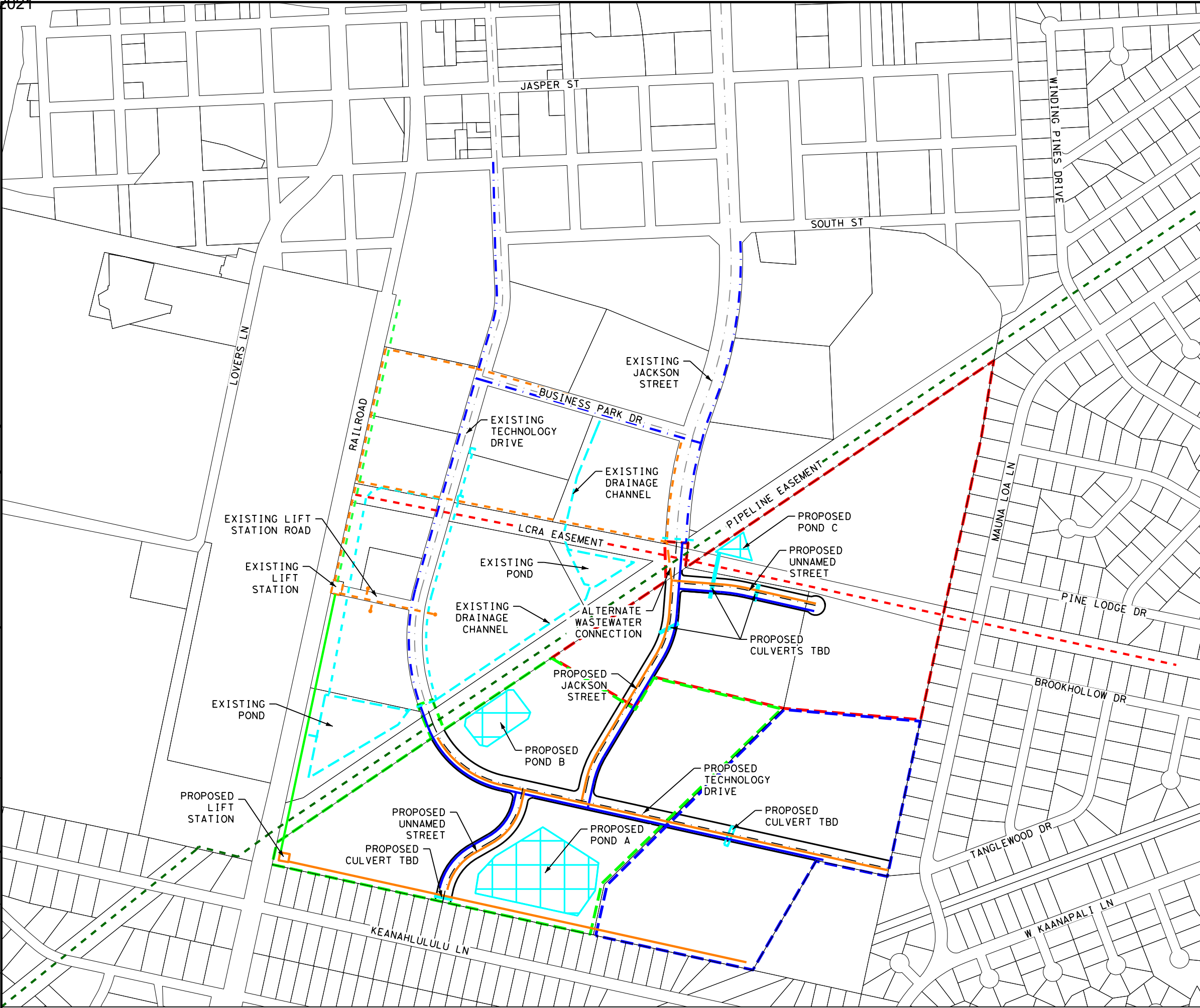
NO.	REVISION	BY	DATE

**NOTES**  
 1. ALL EXISTING TREES 24 INCHES AND GREATER WILL BE AVOIDED AND PROTECTED.  
 2. STREET TREES SHALL BE PROVIDED ALONG PUBLIC ROADWAYS.

SHEET NO.



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- EXISTING ROADWAY CENTERLINE
- PROPOSED ROADWAY CENTERLINE
- PROPOSED ROW BOUNDARY
- EXISTING WATERLINE
- PROPOSED WATERLINE
- EXISTING WASTEWATER LINE
- PROPOSED WASTEWATER LINE
- EXISTING FORCE MAIN LINE
- PROPOSED FORCE MAIN LINE
- EXISTING DRAINAGE LINE
- PROPOSED DRAINAGE LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY
- PHASE THREE BOUNDARY

IFB # \$IFB\$  
 PRECINCT: \$PRECINCT\$  
**DA DOUCET & ASSOCIATES**  
 Civil Engineers - Planners - Geospatial  
 7401 E. Highway 71 W. Suite 160  
 Austin, Texas 78735. Phone: (512) 883-2400  
 www.DoucetEngineers.com  
 Firm Registration Number: 3937

DRAWN BY: \$DRAWNS\$  
 DESIGNED BY: \$DESIGNED\$  
 TITLE: UTILITY LAYOUT

PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P.E.: DAVID T. SPEICHER  
 94630  
 12/6/2021  
 NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NO.	REVISION	BY	DATE

SHEET NO.



Bastrop								
Existing Condition - "C" Value Calculations								
D.A. Number	Drainage Area (SF)	Drainage Area (Ac)	Impervious Cover (SF)	I.C. (%)	Comp. C <sub>2</sub>	Comp. C <sub>10</sub>	Comp. C <sub>25</sub>	Comp. C <sub>100</sub>
DP-A	5,106,466	117.23	0	0%	0.35	0.41	0.45	0.52
DP-B	1,885,344	43.28	0	0%	0.31	0.36	0.40	0.47
DP-C	331,110	7.60	0	0%	0.35	0.41	0.45	0.52
DP-D	366,879	8.42	0	0%	0.31	0.36	0.40	0.47
<b>TOTAL</b>	<b>7,689,800</b>	<b>176.53</b>	<b>0</b>	<b>0%</b>				

Bastrop								
Developed Condition (ULTIMATE) - "C" Value Calculations								
D.A. Number	Drainage Area (SF)	Drainage Area (Ac)	Impervious Cover (SF)	I.C. (%)	Comp. C <sub>2</sub>	Comp. C <sub>10</sub>	Comp. C <sub>25</sub>	Comp. C <sub>100</sub>
DP-A	5,106,466	117.23	4,085,173	80%	0.64	0.72	0.77	0.85
DP-B	1,885,344	43.28	1,508,276	80%	0.64	0.72	0.77	0.85
DP-C	331,110	7.60	264,888	80%	0.64	0.72	0.77	0.85
DP-D	366,879	8.42	293,503	80%	0.64	0.72	0.77	0.85
<b>TOTAL</b>	<b>7,689,800</b>	<b>176.53</b>	<b>6,151,840</b>	<b>80%</b>				

Storm Event	Existing					
	Slopes 0-2%		Slopes 2-7%		Slopes >7%	
C'	Pervious	Impervious	Pervious	Impervious	Pervious	Impervious
C <sub>2</sub>	0.22	0.73	0.31	0.73	0.35	0.73
C <sub>10</sub>	0.28	0.81	0.36	0.81	0.41	0.81
C <sub>25</sub>	0.31	0.86	0.40	0.86	0.45	0.86
C <sub>100</sub>	0.39	0.95	0.47	0.95	0.52	0.95

BASTROP																
Existing Condition - Runoff (Q) Calculations																
Pt. of Conf.	D.A. Number	Drainage Area (Ac)	TOTAL I.C. (%)	Comp. C <sub>2</sub>	Comp. C <sub>10</sub>	Comp. C <sub>25</sub>	Comp. C <sub>100</sub>	TOTAL T <sub>c</sub> (Min.)	i <sub>2</sub> (in/hr)	i <sub>10</sub> (in/hr)	i <sub>25</sub> (in/hr)	i <sub>100</sub> (in/hr)	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
1	DP-A	117.23	0%	0.35	0.41	0.45	0.52	29.7	2.98	4.45	5.51	7.29	122.21	213.84	290.58	444.53
2	DP-B	43.28	0%	0.31	0.36	0.40	0.47	23.1	3.42	5.09	6.29	8.30	45.82	79.37	108.84	168.87
3	DP-C	7.60	0%	0.35	0.41	0.45	0.52	20.3	3.66	5.46	6.72	8.87	9.74	17.00	23.00	35.06
4	DP-D	8.42	0%	0.31	0.36	0.40	0.47	13.7	4.41	6.58	8.09	10.66	11.53	19.96	27.27	42.18

BASTROP																
Developed Condition (ULTIMATE) - Runoff (Q) Calculations																
Pt. of Conf.	D.A. Number	Drainage Area (Ac)	TOTAL I.C. (%)	Comp. C <sub>2</sub>	Comp. C <sub>10</sub>	Comp. C <sub>25</sub>	Comp. C <sub>100</sub>	TOTAL T <sub>c</sub> (Min.)	i <sub>2</sub> (in/hr)	i <sub>10</sub> (in/hr)	i <sub>25</sub> (in/hr)	i <sub>100</sub> (in/hr)	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
1	DP-A	117.23	80%	0.64	0.72	0.77	0.85	29.7	2.98	4.45	5.51	7.29	224.17	374.48	494.64	728.34
2	DP-B	43.28	80%	0.64	0.72	0.77	0.85	23.1	3.42	5.09	6.29	8.30	94.90	158.30	208.42	306.12
3	DP-C	7.60	80%	0.64	0.72	0.77	0.85	20.3	3.66	5.46	6.72	8.87	17.86	29.78	39.15	57.45
4	DP-D	8.42	80%	0.64	0.72	0.77	0.85	13.7	4.41	6.58	8.09	10.66	23.87	39.82	52.22	76.47

Increase in Flow From Existing to Developed Condition @ Point of Confluence 'DP-A' =	101.96	160.64	204.05	283.81
Increase in Flow From Existing to Developed Condition @ Point of Confluence 'DP-B' =	49.08	78.93	99.58	137.25
Increase in Flow From Existing to Developed Condition @ Point of Confluence 'DP-C' =	8.12	12.77	16.15	22.39
Increase in Flow From Existing to Developed Condition @ Point of Confluence 'DP-D' =	12.34	19.85	24.95	34.28
<b>Increase in Overall Storm Flow from Site =</b>	<b>171.50</b>	<b>272.20</b>	<b>344.74</b>	<b>477.74</b>

Bastrop															
Existing Condition - "Tc" Value Calculations															
Pt. of Conf.	Drainage Area	Area (Ac.)	Sheet Flow				Shallow Flow			Channel Flow				Total T <sub>c</sub> min	
			Length ft	Slope ft/ft	n	T <sub>t1</sub> min	Length ft	Slope ft/ft	T <sub>t2</sub> min	Length ft	V ft/s	Slope ft/ft	n		T <sub>t4</sub> min
1	DP-A	117.23 Ac.	100	0.12	0.4	9.21 min	542	0.11	1.69 min	4504	4.00	0.04	0.03	18.77	29.7 min
2	DP-B	43.28 Ac.	100	0.05	0.4	13.07 min	1857	0.04	9.59 min	170	6.00	0.02	0.03	0.47	23.1 min
3	DP-C	7.60 Ac.	100	0.03	0.4	17.25 min	923	0.10	3.02 min	0	0.00	0	0	0.00	20.3 min
4	DP-D	8.42 Ac.	100	0.10	0.4	9.91 min	516	0.02	3.77 min	0	0.00	0	0	0.00	13.7 min

Bastrop															
Developed Condition (ULTIMATE) - "Tc" Value Calculations															
Pt. of Conf.	Drainage Area	Area (Ac.)	Sheet Flow				Shallow Flow			Channel Flow				Total T <sub>c</sub> min	
			Length ft	Slope ft/ft	n	T <sub>t1</sub> min	Length ft	Slope ft/ft	T <sub>t2</sub> min	Length ft	V ft/s	Slope ft/ft	n		T <sub>t4</sub> min
1	DP-A	117.23 Ac.	100	0.12	0.4	9.21 min	542	0.11	1.69 min	4504	4.00	0.04	0.03	18.77	29.7 min
2	DP-B	43.28 Ac.	100	0.05	0.4	13.07 min	1857	0.04	9.59 min	170	6.00	0.02	0.03	0.47	23.1 min
3	DP-C	7.60 Ac.	100	0.03	0.4	17.25 min	923	0.10	3.02 min	0	0.00	0	0	0.00	20.3 min
4	DP-D	8.42 Ac.	100	0.10	0.4	9.91 min	516	0.02	3.77 min	0	0.00	0	0	0.00	13.7 min

DRAWN BY: DRAWNS DESIGNED BY: DESIGNED\$ TITLE: DRAINAGE CALCULATIONS  
**DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 B. Highway 71 W. Suite 140  
 Austin, Texas 78735. Phone: (512)-883-2486  
 Fax: (512)-883-2487  
 Firm Registration Number: 3937

SCALE: VERT HORZ

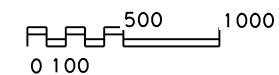
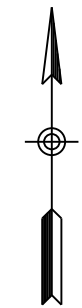
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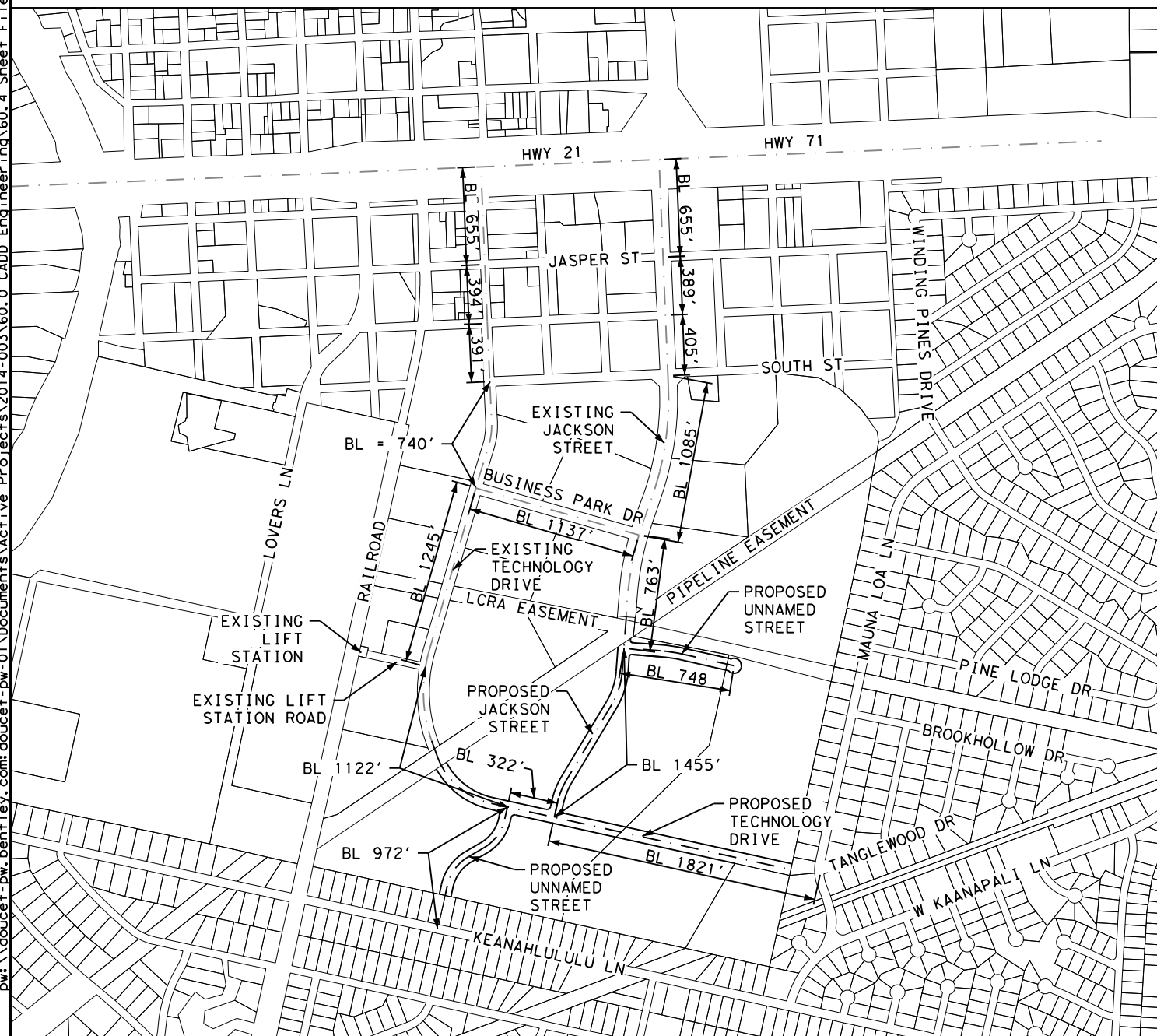


EXISTING BUILDING ON TECHNOLOGY DR      EXISTING BUILDING ON JACKSON ST      EXISTING BUILDING ON BUSINESS PARK DR      EXISTING BUILDING ON BUSINESS PARK DR



- NOTES:**
1. BL = BLOCK LENGTH
  2. STREET TREES SHALL BE PROVIDED ALONG PUBLIC ROADWAYS.
  3. A TIA MUST BE PERFORMED WITH FUTURE DEVELOPMENT ALONG BLOCKS THAT DO NOT MEET THE 720 BLOCK GRID/2800 PERIMETER REQUIREMENTS
  4. DUE TO MARKET CONDITIONS, FINAL LOT, BUILDING SIZES, PARKING AREAS ARE IN FLUX. ALL BUILDING AND PARKING LOCATIONS AND STANDARDS WILL FOLLOW SUBMITTED DEVELOPMENT STANDARDS.
  5. PROPOSED BUILDING SIZES CAN VARY FROM 3,000 SF TO 50,000 SF. BUILDING HEIGHT CAN VARY FROM ONE STORY TO FIVE STORIES.

- EXISTING ROADWAY CENTERLINE
- PROPOSED ROADWAY CENTERLINE
- PROPOSED ROW BOUNDARY
- PHASE BOUNDARY



**SEC. 7.3.003 PRIMARY MULTIMODAL STREET: REGIONAL COMMERCIAL**



<b>Street Type:</b>	Two-way Street with parking	<b>Planter Type:</b>	Tree Well
<b>Right-of-Way Width:</b>	80 feet	<b>Curb Type:</b>	Standard 6-inch Curb
<b>Pavement Width:</b>	36 feet	<b>Landscape Type:</b>	Trees at 30 feet O.C. average
<b>Design Speed:</b>	25 MPH	<b>Building Types Allowed:</b>	See B <sup>3</sup> Code Article 6.5
<b>Traffic Lanes:</b>	Two lanes at 10 feet each	<b>Frontage Line Setback:</b>	See B <sup>3</sup> Code Sec. 6.5.003
<b>Parking Lanes:</b>	Both sides parallel at 8 feet, marked	<b>Private Frontage Allowed:</b>	See B <sup>3</sup> Code Sec. 6.5.002
<b>Curb Radius:</b>	15 feet	<b>Street Lights:</b>	Shielded Post and Column type
<b>Walkway Type:</b>	16-foot Sidewalk	<b>Place Types:</b>	P5

TYPICAL CROSS SECTION

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 E. Highway 71 W. Suite 160  
 Austin, Texas 78735. Phone: (512) 883-2600  
 www.DoucetEngineers.com  
 Firm Registration Number: 3937

PRECINCT: \$  
 SCALE: \$  
 VERT: \$  
 HORZ: \$

DRAWN BY: \$  
 DESIGNED BY: \$  
 TITLE: OVERALL TRANSPORTATION PLAN

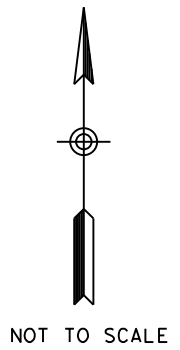
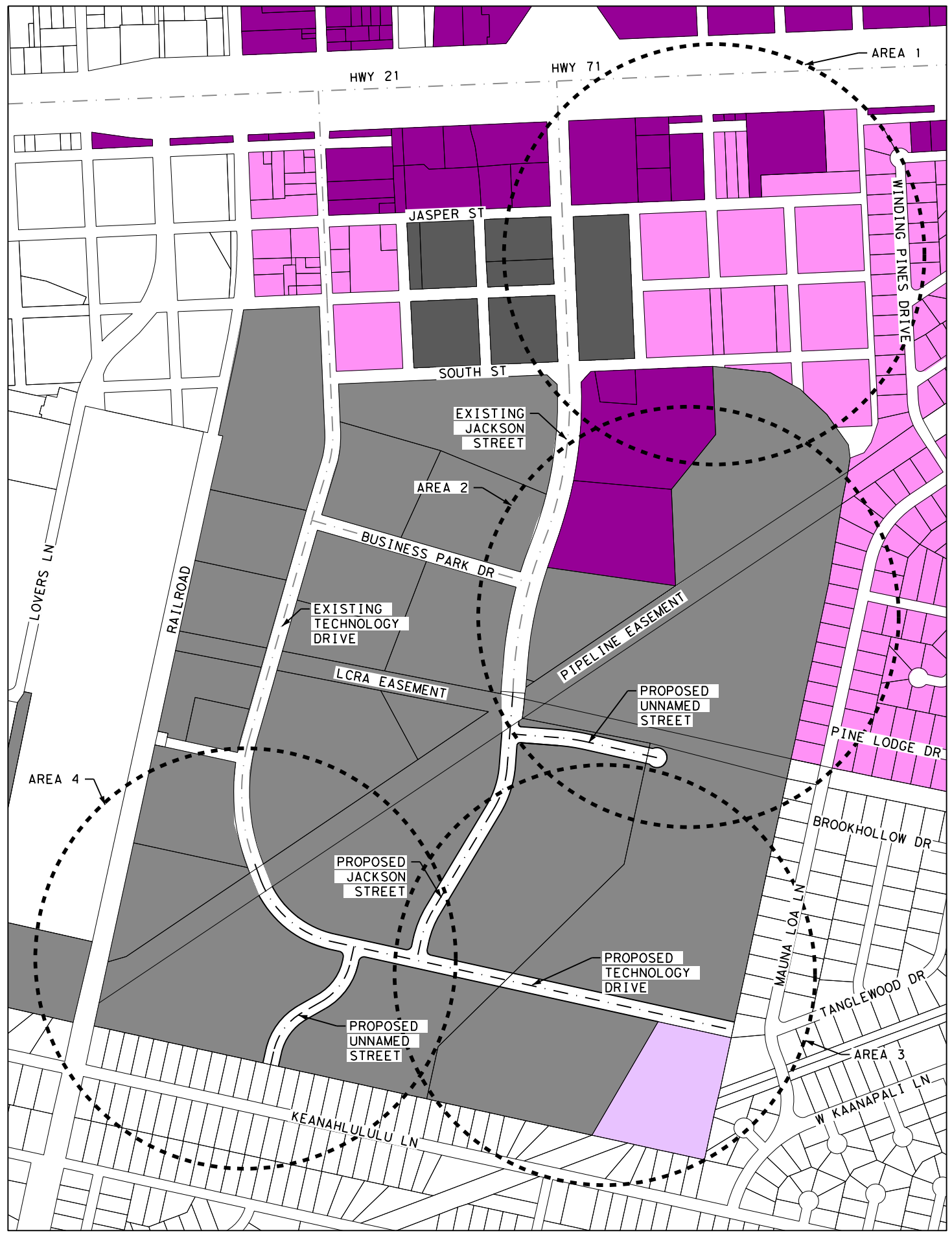
PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P.E. DAVID T. SPEICHER 94630 12/6/2021 NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NO.	REVISION	BY	DATE

SHEET NO. 15 OF 16



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- PLACE TYPES**
- PDD
  - P1 - NATURE
  - P2 - RURAL
  - P3 - NEIGHBORHOOD
  - P4 - MIX
  - P5 - CORE
  - PEC - EMPLOYMENT CENTER

- B3 CODE REQUIREMENTS**
- P1 - NATURE NO MIN.
  - P2 - RURAL NO MIN.
  - P3 - NEIGHBORHOOD 10-35%
  - P4 - MIX 25-75%
  - P5 - CORE 5-20%
  - CS - CIVIL SPACE 10% MIN.

AREA 1							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
5.69%	7.72%	54.87%	0.00%	17.34%	0.00%	0.00%	85.62%
5.69%	0.00%	54.87%	0.00%	17.34%	0.00%	7.72%	85.62%
AREA 2							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	62.81%	9.27%	0.00%	10.24%	0.00%	0.00%	82.32%
0.00%	0.00%	9.27%	0.00%	10.24%	0.00%	62.81%	82.32%
AREA 3							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	63.31%	0.00%	0.00%	0.00%	0.00%	0.00%	63.31%
0.00%	8.45%	0.00%	0.00%	0.00%	0.00%	54.86%	63.31%
AREA 4							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	37.35%	0.00%	0.00%	0.00%	0.00%	21.64%	58.99%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	58.99%	58.99%

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 E. Highway 71 W. Suite 160  
 Austin, Texas 78735. Phone: (512) 883-2400  
 Firm Registration Number: 3937

DRAWN BY: \$DRAWNS  
 DESIGNED BY: \$DESIGNED\$  
 TITLE: PEDESTRIAN SHED EXHIBIT

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 NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NO.	REVISION	BY	DATE

SHEET NO.



## Agenda Item: 3.4

# AGENDA MEMORANDUM

Meeting Date: December 20, 2021

Agenda Item: Discussion and possible action on funding a separate contract between the City of Bastrop and Bowman Consulting for general consulting services during construction of the River Loop Sidewalk Project.

Prepared by: BEDC Staff

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The attached email was received on Monday, November 15, 2021, which was the date of the BEDC's November board meeting, and therefore could not be addressed at that meeting. Staff is requesting that the Board review the email and determine whether to approve BEDC funds for the additional costs of the project.

### Project History

The Downtown Trail Expansion Project was presented to the BEDC Board on May 15, 2017. The project would create a 1.8-mile loop, connecting east and west of the Colorado River, and north and south of Hwy 71. The project was to be completed in three phases beginning with a stretch of sidewalk, between 6 feet and 10 feet wide, along Loop 150 between Texas 71 and Main Street. The second phase would run along Texas 71 as it crosses the Colorado River. The third phase would connect the two trails from Water Street, through Main Street to downtown.

The BEDC Board of Directors approved the Downtown Trail Expansion Project on July 17, 2017, in an amount not to exceed \$680,000. The project was approved by City Council on August 22, 2017. The Board approved a Professional Services Agreement (PSA) with Bowman Consulting, on September 18, 2017.

The City of Bastrop was subsequently awarded two separate grants for the project. One grant was from Keep Bastrop County Beautiful (KBCB), in the amount of \$130,000. The other grant was from the Capital Area Metropolitan Planning Organization (CAMPO) in the amount of \$475,000.

NOTES: The CAMPO grant required additional permitting and engineering that was not included in the original scope of work, because at the time the Project received Board approval the possibility of receiving grant funds was not part of the discussion. The City of Bastrop applied for and received the grant funds on behalf of the BEDC. Because the City is the administrator of the two grants, they assumed oversight of the project, which is now underway. The City refers to the project as the "River Loop Sidewalk Project."

**The grant funds can be used for construction, not engineering costs.**

To date, the BEDC has expended \$218,347.50 on this project, including engineering and permitting fees.

If approved, a budget transfer will be needed, as the budget for this fiscal year was only \$13,000, with \$5,637.50 of that remaining.

\$32,395 – Additional eight months of owner’s representation by Bowman Consulting

\$15,000 – MWM Design Group project management and hiring materials testing lab

\$ ??? – City of Bastrop construction inspection and “any additional services that may be required until the closeout of this project, due to unforeseen circumstances and market volatility.”

---

Attachment: Email from City of Bastrop’s Director of Engineering Fabiola De Carvalho to Assistant City Manager Trey Job, and from Mr. Job to Jean Riemenschneider.

**Recommendation** – Staff requests that the Board review the information provided and determine if these are expenditures incurred as part of the BEDC’s portion of the project.

**[RECOMMENDED MOTION]** – No recommendation. A resolution can be provided at the board meeting.



**Angela Ryan**

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**Subject:** FW: Email to be sent to EDC about the River Loop Sidewalk project  
**Attachments:** 2021.10.22\_Contract for Services on River Loop Sidewalk\_final with attachments.pdf  
**Importance:** High

---

**From:** Trey Job <[tjob@cityofbastrop.org](mailto:tjob@cityofbastrop.org)>  
**Sent:** Monday, November 15, 2021 8:05 AM  
**To:** Jean Riemenschneider <[jean@bastropedc.org](mailto:jean@bastropedc.org)>  
**Subject:** FW: Email to be sent to EDC about the River Loop Sidewalk project  
**Importance:** High

See the attached amendment for the River loop project, this is something that will need to be a budget item on your end.



**Trey Job**  
Assistant City Manager for Community Development  
Planning Director  
City of Bastrop, TX

Main 512-332-8800 | Fax 512-332-8819  
[tjob@cityofbastrop.org](mailto:tjob@cityofbastrop.org) | [www.cityofbastrop.org](http://www.cityofbastrop.org)  
P.O. Box 427 – 1311 Chestnut Street, Bastrop, Texas 78602

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**From:** Fabiola De Carvalho <[fdecarvalho@cityofbastrop.org](mailto:fdecarvalho@cityofbastrop.org)>  
**Sent:** Thursday, November 4, 2021 10:33 AM  
**To:** Trey Job <[tjob@cityofbastrop.org](mailto:tjob@cityofbastrop.org)>; Tracy Waldron <[twaldron@cityofbastrop.org](mailto:twaldron@cityofbastrop.org)>  
**Subject:** Email to be sent to EDC about the River Loop Sidewalk project  
**Importance:** High

Trey, as requested, please see below the email I intend to send to EBDC related to them funding the additional efforts needed to complete this project. Please review and let me know if you have any comments and to whom I should send the email. Thanks.

All,

The River Loop Sidewalk project has been managed by BEDC from conception to bid opening. Here is a timeline summary of this project:

- Bid opening for construction: 6/17
- Construction contract award by City Council to Myers Concrete: 7/13
- Notice to Proceed (NTP): 9/20

As you know, BEDC entered into a professional services agreement with Bowman Consulting Group for design and construction administration. According to Bowman's scope of work in the existing contract for the Owner's Representation during construction was estimated for 15h/week for 2 months; however, the final completion is expected to be in 310 calendar days from the NTP, a little bit over 10 months. This means that the additional work to be provided by Bowman will extend the 2 months they estimated in the current contract, to 8 months, and additional resources are needed to cover the additional 8 months of Bowman's efforts. Bowman submitted a proposal for \$32,395.00 to cover this additional scope. Please see their contract attached.

Also, the following work efforts were not part of the scope of the existing agreement: project management, construction inspection, and materials testing, which require additional resources. MWM DesignGroup is providing project management and hiring a materials testing lab, which is approximately \$15,000 (Tony, is this correct?). The City will be providing the construction inspection.

The City is asking BEDC to fund these additional services and any additional services that may be required until the closeout of this project, due to unforeseen circumstances and market volatility.

Please let me know if you have any questions, or would like a meeting to discuss.



**Fabiola M. de Carvalho, MIAM**  
Director of Engineering and Capital Project Management  
Engineering Department  
City of Bastrop, TX  
Main: (512) 332-8840  
Direct: (512) 332-8847

[fdcarvalho@cityofbastrop.org](mailto:fdcarvalho@cityofbastrop.org) | [www.cityofbastrop.org](http://www.cityofbastrop.org)  
P.O. Box 427 - 1311 Chestnut Street, Bastrop, Texas 78602

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## AGENDA MEMORANDUM

Meeting Date: December 20, 2021

Agenda Item: Discussion and possible action on First Amended Performance Agreement with Moca Ventures Nebraska, LLC.

Prepared by: BEDC Staff

---

At the November 15<sup>th</sup> meeting, the Board voted to extend the deadline in the purchase contract to February 1, 2022. The BEDC's performance agreement with Moca Ventures Nebraska, LLC, requires an amendment, as well.

Here is a summary of the required changes:

1. Property description (acreage has increased due to the LCRA easement)
2. Add language that Moca will be responsible for the cost of 50% of the portion of infrastructure to their entrance, not to exceed \$500,000
3. The incentive payment of \$900,000 will need to be reduced by that amount
4. They need to be granted temporary access to the property in the form of an easement.

Staff made changes to the performance agreement and sent for legal counsel review. We anticipate having an updated agreement in time for the board meeting.

Attachments:

Draft Amended Agreement with Moca Ventures Nebraska, LLC

Draft Access Easement

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**Recommendation** – Board action as deemed appropriate.

**[RECOMMENDED MOTION]** – Authorize the Executive Director to execute an amended performance agreement with Moca Ventures Nebraska, LLC, including an access easement.



## **FIRST AMENDED ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

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

### **RECITALS**

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

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

**WHEREAS**, Developer desires to purchase approximately 27.954 acres of land from BEDC for Nine Hundred Thousand Dollars (\$900,000.00) pursuant to the Commercial Contract-Unimproved Property between the Parties attached as Exhibit A and develop and construct a corporate headquarters, office complex, and campus that would be designed for, and to be leased by, Moca Financial Inc, a Delaware corporation, on a long-term basis for software engineering and development, call center operations; and

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

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

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

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

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

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

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

## **ARTICLE I RECITALS**

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

## **ARTICLE II AUTHORITY AND TERM**

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

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

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Developer and the BEDC for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Developer's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and the Developer as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Developer may constitute a breach of the



entire Agreement and terminate any further commitments (if any) by the BEDC unless an alternative penalty or remedy is provided for herein.

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

### **ARTICLE III DEFINITIONS**

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

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

“Capital Investment” shall mean the investment of a minimum of ten million seven hundred thousand dollars (\$10,700,000) in capital improvements in the Structures.

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

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

“Commencement of Construction” shall mean the issuance of the building permit.

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

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

“Incentive Payment” means nine hundred thousand dollars (\$900,000.00) less the Developer’s portion of the Infrastructure Costs, Closing Costs on the Property and \$3,500.00 which represents the BEDC’s reasonable attorney’s fees associated with the closing and the negotiation of this Agreement to be paid as an incentive for developing and constructing the Structures and completing the Capital Investment.

“Infrastructure Costs” means an amount not to exceed five hundred thousand dollars (\$500,000.00) which represents Developer’s pro rata share of the cost for construction of a maximum of 400 linear feet of infrastructure for the extension of Jackson Street to the south and a public drive to the east, to provide for the entrance of the Project by Developer, and to include all required utilities.

“Property/Location” these terms, interchangeably, mean the 27.954 Acres, more or less, located at the Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, all in Bastrop, Texas.

“Purchase Price” means nine hundred thousand dollars (\$900,000.00).

“Structures” shall mean the office complex/campus consisting of a minimum of forty thousand (40,000) square feet which may be split between multiple buildings and related improvements.

#### **ARTICLE IV BEDC OBLIGATIONS**

##### 1. BEDC Performance Obligations.

BEDC shall pay the Developer the Incentive Payment within thirty (30) days following the BEDC’s receipt, from the Developer, of a copy of a Certificate of Occupancy(s) issued for the Structures and Developer’s written, notarized verification, and evidence of, the Capital Investment prior to January 1<sup>st</sup>, 2026. Payment is subject to BEDC’s right to access and inspect the books and records of Developer for the purpose of ensuring compliance as to the Capital Investment.

BEDC shall grant Developer a temporary easement in and over BEDC property adjacent to the Property, so that Developer may access the Property for the installation and construction of Improvements as contemplated by this Agreement, and in a form consistent with the attached Exhibit B.

BEDC shall construct the necessary public improvements to provide permanent access to the Property; said improvements to consist of an extension of Jackson Street of approximately 350 feet, adjoined by a public road extending approximately 400 feet east from Jackson Street, from which the Property would gain access from its southern boundary, and as provided on the attached Exhibit C. The BEDC shall not be liable for any delays or failures in constructing said improvements if such failure or delay is due to force majeure events, including but not limited to acts of God, the results of war, riot, civil commotion, pandemic, natural or man-made disaster, or the acts or conduct of any person or persons not a party to this Agreement or privy hereto; the BEDC shall then be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

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

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

## **ARTICLE V PERFORMANCE OBLIGATIONS OF DEVELOPER**

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

1. Construction of Improvements. Developer shall construct the Structures.
2. Capital Investment. Developer shall make the Capital Investment into the Structures.
3. Infrastructure Costs. Developer shall pay the Infrastructure Costs as described in Article III.
4. Completion Date. A Certificate of Occupancy(s) for the Structures shall be obtained, and the Capital Investment shall be completed prior to January 1<sup>st</sup>, 2026.
5. Additional Payroll or Jobs to be Created or Retained. This Agreement does not require the creation or retention of additional payroll or jobs.
6. Payment of Legal Fees. Developer commits to reimburse the BEDC for the necessary legal fees, in the amount of two hundred seventy-five dollars (\$275.00) an hour, in the preparation of any amendment to this Agreement requested by Developer. Timely payment shall be made within sixty (60) days of submittal of invoice to Developer by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

## **ARTICLE VI COVENANTS AND DUTIES**

1. Developer's Covenants and Duties. Developer makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.
  - (a) Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

- (b) The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's formation documents, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
- (c) Developer is not a party to any Bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
- (e) Developer shall timely and fully comply with all the terms and conditions of Article V of this Agreement.
- (f) Developer agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Locations.
- (g) Developer shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Developer agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Developer, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.
- (h) Developer agrees to commence and complete the Project in strict accordance with the Agreement.
- (i) Developer shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
- (j) During the term of this Agreement, Developer agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Developer shall be in Default (subject to the obligations in Article V and the remedies in Article VIII). Developer is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract

which Developer enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

- (k) Developer shall not be in arrears and shall be current in the payment of all City taxes and fees.
  - (l) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
2. BEDC's Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.
  3. Compliance and Default. Failure by Developer to timely comply with any performance requirement, duty, or covenant set forth in Article VIII shall be considered an Event of Default and shall relieve the BEDC of any Default and give the BEDC the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the BEDC.

#### **ARTICLE VII TERMINATION**

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:
  - (a) The written agreement of the Parties;
  - (b) Completion of the obligations of the Parties; or
  - (c) Default by Developer, at the option of the BEDC.

#### **ARTICLE VIII DEFAULT/RECAPTURE**

1. Developer Events of Default.
  - (a) Failure of Developer to perform any term, covenant or agreement contained in Article V;
  - (b) The BEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made;
  - (c) Any judgment is assessed against Developer or any attachment or other levy against the property of Developer with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or

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

2. BEDC Events of Default.

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

3. Remedies for Default; Recapture.

- (a) Developer's sole remedy under this Agreement is specific performance for BEDC's default of its obligations under Section IV of this Agreement, and only in the event Developer is not in Default of this Agreement.
- (b) In the event of Default by the Developer under subsections 1 (b), (c), or (d) under this Article prior to the Commencement of Construction, the BEDC shall have the right to terminate this Agreement and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Developer the Purchase Price paid for the Property less Closing Costs and \$3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Developer shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.
- (c) In the event Developer does not Commence Construction within one (1) year of the Effective Date of this Agreement, or longer if agreed to by the Parties, the BEDC shall have the right to terminate this Agreement, and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Developer the Purchase Price paid for the Property less Closing Costs and \$3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Developer shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.
- (d) In the event of Default after Commencement of Construction by the Developer under subsection 1 (a) of this Article (i.e., failure to perform under Article V), the BEDC may terminate this Agreement and shall have no obligation to pay the Incentive Payment.

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

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

**ARTICLE IX  
MISCELLANEOUS**

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The undersigned CEO or Board Chair of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.
2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
3. Representations and Warranties. The BEDC represents and warrants to Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.
4. Assignment. Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with the prior written approval of the BEDC, which approval will not be unreasonably withheld or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Developer of any liability to the BEDC, unless agreed to in writing by the BEDC, which agreement will not be unreasonably withheld, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.
5. Independent Contractors.
  - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by Developer will be independent contractors of Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in

connection with services performed by Developer under this Agreement, unless any such claims are due to the fault or Default of the BEDC.

- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.
6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the third business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

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

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

If to the Developer: Moca Ventures Nebraska, LLC  
 Attention: John Baasch  
 114 N. Custer Avenue  
 Grand Island, Nebraska 68803  
 (308) 390-0351  
 john@johnbaaschauger.com

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

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
- (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution



mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.
10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.
13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
14. Indemnification.

**DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BASTROP (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE**

**LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY DEVELOPER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.**

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Developer, the Developer shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGES FOLLOW]

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MOCA VENTURES NEBRASKA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ for \_\_\_\_\_,  
a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Notary's typed or printed name

\_\_\_\_\_  
My commission expires

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BASTROP ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Genora Young

Title: Interim Executive Director

STATE OF TEXAS                    }  
COUNTY OF BASTROP            }

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

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's typed or printed name

\_\_\_\_\_  
My commission expires

**APPROVED AS TO FORM:**

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

Exhibit A

Purchase and Sale Agreement with Amendment and Rider

[SEE ATTACHED]

EXHIBIT B

[Temporary Access Easement]

EXHIBIT C

[Moca Building Site Plan/BEDC Roads]

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

**TEMPORARY PUBLIC ACCESS EASEMENT AGREEMENT**

THE STATE OF TEXAS     §

COUNTY OF BASTROP     §

This Temporary Public Access Easement Agreement (“Agreement”) is made by and between **Bastrop Economic Development Corporation**, located in Bastrop County, Texas (hereinafter called “**Owner**”), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, and **Moca Ventures Nebraska, LLC**, a Texas limited liability company (“**Moca**”) and is as follows:

**RECITALS**

A. Owner is the owner of certain real property located in Bastrop County, Texas, which is more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Easement Tract”);

B. Owner and Moca intend that the public right-of-way identified as \_\_\_\_\_ on Exhibit B will eventually be extended through adjacent properties to connect and allow access to and from South Jackson Street;

C. Owner has agreed to grant Moca a non-exclusive, temporary easement and right-of-way upon, over, through and across the Easement Tracts (“Easement”), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Owner hereby grants to Moca a temporary access easement on, over, through and across the Easement Tracts, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. **Character of Easement.** The Easement is an easement in gross.
2. **Duration of Easement.** This Agreement and the Easement herein are temporary and limited to the time required to complete the construction, inspection, and putting into operation of the right-of-way and roadway as contemplated in Recital B above and shall terminate upon the completion of construction of such roadway and permanent right-of-way dedication such that Jackson Street intersects with a public drive extending east from Jackson Street as contemplated in Recital B above.



3. **Exclusiveness of Easement.** The Easement is non-exclusive and Moca's use shall be in common with Owner and its successors and assigns. Owner hereby reserves, for itself and its successors and assigns, the right to enter upon and use the surface of the Easement Tracts, subsurface of the Easement Tracts and the air space over the Easement Tracts for the purposes of installing, constructing, repairing, maintaining, operating, replacing, upgrading and using (i) utilities, driveways, landscaping, utility facilities; (ii) any other improvements that are required under the City of Bastrop Code of Ordinances to encroach into any setbacks or private easements; and (iii) for any other purposes that do not unreasonably interfere with the rights granted to Moca hereunder. Notwithstanding anything contained herein to the contrary, Owner shall not use the Easement Tracts in any other manner or grant any easement on or across the Easement Tracts that interferes in any material way, or is inconsistent with, the easements, rights, and privileges granted hereunder or the terms and conditions hereof.

4. **Purpose of Easement.** The Easement shall be used only for the purpose of vehicular and pedestrian ingress and egress over and across the Easement Tracts by Grantee and Grantee's licensees, employees, agents, and invitees.

5. **Repairs and Restoration.** In the event that Moca's operations and/or other activities on the Easement Tracts result in any damage to or destruction of any improvements constructed or installed on the Easement Tracts by Owner (or its successors and assigns), then Moca agrees to repair or replace, as necessary, at Moca's expense, any such improvements so damaged or destroyed. In the event that Owner's construction, repairs, operations and/or other activities on the Easement Tracts result in any damage to or destruction of any improvements constructed or installed on the Easement Tracts by Moca (or its successors and assigns), then Owner agrees to repair or replace, as necessary, at Owner's expense, any such improvements so damaged or destroyed.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

7. **Assignment.** The Easement may be assigned by Moca, its successors or assigns, without the prior written consent of Owner to Moca Financial Inc, a Delaware corporation, so long as assignee expressly assumes Moca's obligations under this Agreement and so long as such successors or assigns utilize the Easement as contemplated herein.

8. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorney's fees, and costs.

9. **Binding Effect.** This Agreement, and the terms, covenants, and conditions, shall be covenants running with the Easement Tract and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties.

10. **No Waiver.** Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that

provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

**11. Headings.** Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_ (the "Effective Date").

**GRANTOR:**

**BASTROP ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
   §  
COUNTY OF BASTROP     §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, who is known to me to be the person whose name is subscribed to the foregoing  
instrument, and having been sworn, upon his oath stated that he is authorized to execute such  
instrument as the \_\_\_\_\_ of the Bastrop Economic Development Corporation,  
and that said instrument is executed as the free and voluntary act and deed for the purposes and  
consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

(seal)

**AGREED AND ACCEPTED:**

**Moca Ventures Nebraska, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, who is known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument as the \_\_\_\_\_ of Moca Ventures Nebraska, LLC, and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

(seal)

**EXHIBIT A**  
**EASEMENT TRACTS**

**EXHIBIT B**

**DEPICTION OF EASEMENT TRACTS AND DEAD ENDS**

DRAFT