

Carolyn Watts

RP 08/19/2008

STATE OF TEXAS



COUNTY OF BELL

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Doc# 00034551

**CITY OF TEMPLE
DEVELOPMENT AGREEMENT
PURSUANT TO CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Temple, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as geographic identification number, **0516660001** property identification number **68587** and as evidenced as the deed recorded as volume **636** and page **291** and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code;

WHEREAS, the City has initiated or will initiate annexation proceedings on all or portions of Owner's Property and will hold public hearings at a location to be determined later in compliance with State law;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement;

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City;

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement;

WHEREAS, the City Council authorized and approved this agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on November 1, 2007.

WHEREAS, this Development Agreement is to be recorded in the real property records of Bell County, Texas; and

WHEREAS, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

3800

Section 1. Agreement by the City Not to Annex the Property During Term of this Agreement. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement subject to the terms and conditions contained herein. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Agreement by the Owner. (a) The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land management consistent with Chapter 23 of the Texas Tax Code, except for any *existing* single-family residential use of the property, without the prior written consent of the City. The Owner has completed and executed an *Affidavit of Tax Appraisal Status and Current Uses*, which is attached to this Agreement as Exhibit "A," and included herein as part of this Agreement as if set out in full.

(b) The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Bell County or the City until the Property has been annexed into, and zoned by, the City, nor shall the Owner take such action to develop or subdivide the Property that would require a plat to be filed with the City or the County under State law.

(c) Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings, other than one single family residence (new or a replacement for an existing single family residence) or one or more accessory buildings reasonably needed to support the Agricultural use of the Property, provided the Owner obtains a permit from the City to construct such improvements. The Owner also covenants and agrees that the City's "A" or "Agricultural" zoning district requirements apply to the Property, and that the Property shall be used only for uses allowed in an A—Agricultural zoning district that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

(d) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. Filing of a Plat During Term of Agreement Constitutes a Petition for Voluntary Annexation. (a) The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City

Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Owner Agreement that City May Enforce Its Development and Planning Regulations on Property. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term. (a) The term of this Agreement (the "Term") is twelve (12) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public.

(b) The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Future Zoning of Property. Property annexed pursuant to this Agreement will initially be zoned "A-Agricultural" pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Permits and Vested Rights. Pursuant to Texas Local Government Code Section 43.035 this Agreement is not a permit for purposes of Chapter 245 of the Texas Government Code, that the Agreement shall be deemed to be a petition for voluntary annexation. The Owner and all Owner's heirs, successors and assigns hereby waive any and all vested rights including rights and claims that they may have under common law, federal case law or Section 43.002 of the Texas Local Government Code related to uses, anticipated uses or potential uses of the Property, other than the existing uses.

Section 8. No Municipal Services. The City shall not be obligated to provide the Owner with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the Property for the duration of this Agreement.

Section 9. Notice to Third Parties. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural, wildlife management or timber management (as applicable) exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

**City of Temple
Attn: City Manager
2 North Main Street
Temple, TX 76501**

Section 10. Agreement Runs with the Land. This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

Section 11. Severance Clause. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 12. No Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Enforceability. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 14. Applicable law and Venue. This Agreement was executed in Bell County, Texas, and is governed by the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Bell County, Texas.

Section 15. Multiple copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 16. Survival of Certain Rights of the City Upon Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Entered into this 14th day of December, 2007.

Property Owners

: Carolyn Watts
Signature
Printed Name: CAROLYN WATTS

Signature
Printed Name: _____

Signature
Printed Name: _____

Signature
Printed Name: _____

City of Temple

David Blackburn
City Manager



ATTEST:

Clyde Entzminger
Clyde Entzminger
City Secretary

Approved as to form:

Jonathan Graham
Jonathan Graham
City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 2nd day of June, 2008,
by David Blackburn, City Manager, City of Temple, Texas.

Gloria Elder
Notary Public, State of Texas



THE STATE OF TEXAS §

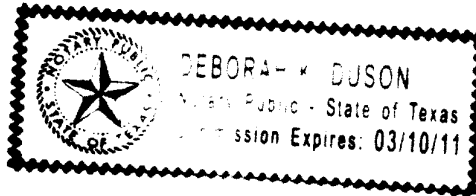
COUNTY OF BELL §

This instrument was acknowledged before me on the 14th day of December, 2007,
by Carolyn Watts, Owner.

Deborah K. Duson
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §



This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 14th day of December, 2007, by
_____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 2007, by
_____, Owner.

Notary Public, State of Texas

Affidavit of Tax Appraisal Status and Current Uses

Carolyn watts appeared in person before me today and stated under oath:

"My name is Carolyn watts. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the owner of a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as geographic identification number, **0516660001**, property identification number **68587**, and as evidenced as the deed recorded as volume **636** and page **291** and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code.

The current improvements on my Property are as follows: (Please list all permanent property improvements, for example, buildings, signs, or other structures, on the Property as shown on your most recent statement received from the Bell County Appraisal District and improvements which have been added by you since January 1, 2007):

None

The current uses being made of my Property are as follows: (for example: farming, grazing, single family residential, retail, commercial or industrial uses)

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I understand that the information provided herein will be used by the City to substantiate my current use of my Property, and to determine during the term of this Agreement to which this Affidavit is an Exhibit, whether the uses of the Property have changed, and that providing misleading information will invalidate my Agreement with the City.

Executed on this 14 day of December, 2007.

Property Owner

Carolyn watts

Signature

This instrument was acknowledged before me on the 14th day of December, 2007, by Carolyn watts, Owner.

Deborah K. Dusen
Notary Public, State of Texas



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2008-00034551

Recorded On: August 19, 2008

As
Recordings

Parties: WATTS CAROLYN

To CITY OF TEMPLE

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	38.00
Total Recording:	38.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-00034551

Receipt Number: 37221

Recorded Date/Time: August 19, 2008 02:22:16P

User / Station: M Evans - Indexing Station 1

Record and Return To:

CITY OF TEMPLE

2 N MAIN

254-298-5631

TEMPLE TX 76501



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property
Records in Bell County, Texas

Shelley Coston
Bell County Clerk

A handwritten signature of Shelley Coston in black ink.