

July 17, 2014

[Name]  
[Address]

LEGAL DESCRIPTION:  
TAX ID #:

SUBJECT: Proposed Annexation – Southside FM 2444 Area

Dear Property Owner:

On July 15, 2014, the City of Corpus Christi initiated the process to expand its corporate boundaries by proposing to annex 10,463 acres of land generally located south and southwest of the city. (See attached map) The purpose of this letter is to invite you as a property owner of record to annexation public hearings and to provide a sample development agreement, per state law, that could allow qualifying property owners to opt out of the annexation.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on August 19, 2014. The second will be held on August 26, 2014. Both public hearings will be held at the Corpus Christi City Council Chamber, 1<sup>st</sup> Floor of City Hall, 1201 Leopard Street, Corpus Christi, Texas, beginning around 11:30 a.m. All interested parties are encouraged to attend and offer comment.

In lieu of annexation, State law requires the City to offer some properties a development agreement instead of annexation. If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E, Chapter 23, Texas Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include the Unified Development Code, building codes, nuisance regulations, animal control, and general health and sanitation regulations. **For your information, entering into this agreement will prohibit the construction of a windfarm on your property. If your property qualifies and you intend to enter into a Development Agreement, please notify us within (30) days of the date this letter.** (See contact info below)

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For your information, entering into the Development Agreement will not cause or allow the City to levy city property taxes on your property. If the City does not receive notification of intent to enter into a Development Agreement within thirty (30) days of the date of this letter we will assume that you are not interested in entering into an agreement.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. In general, upon annexation into the City, the City will immediately provide police patrol, fire protection, emergency medical response and solid waste pickup for residential properties. A proposed Municipal Services Plan for the Southside FM 2444 area will be posted on the City's website by August 19, 2014. ([www.cctexas.com](http://www.cctexas.com))

The Corpus Christi City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. The Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Corpus Christi community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Additionally, the inclusion of this area into the City limits will provide better uniformity in the provision of public safety services such as police, fire and EMS.

We are committed to assisting you throughout the process by providing any information relating to this pending annexation or answering questions that you may have. Please contact Bob Payne, Special Projects Coordinator at 361-826-3572 or by email at [bobpayne@cctexas.com](mailto:bobpayne@cctexas.com) with any questions and if you wish to pursue a Development Agreement.

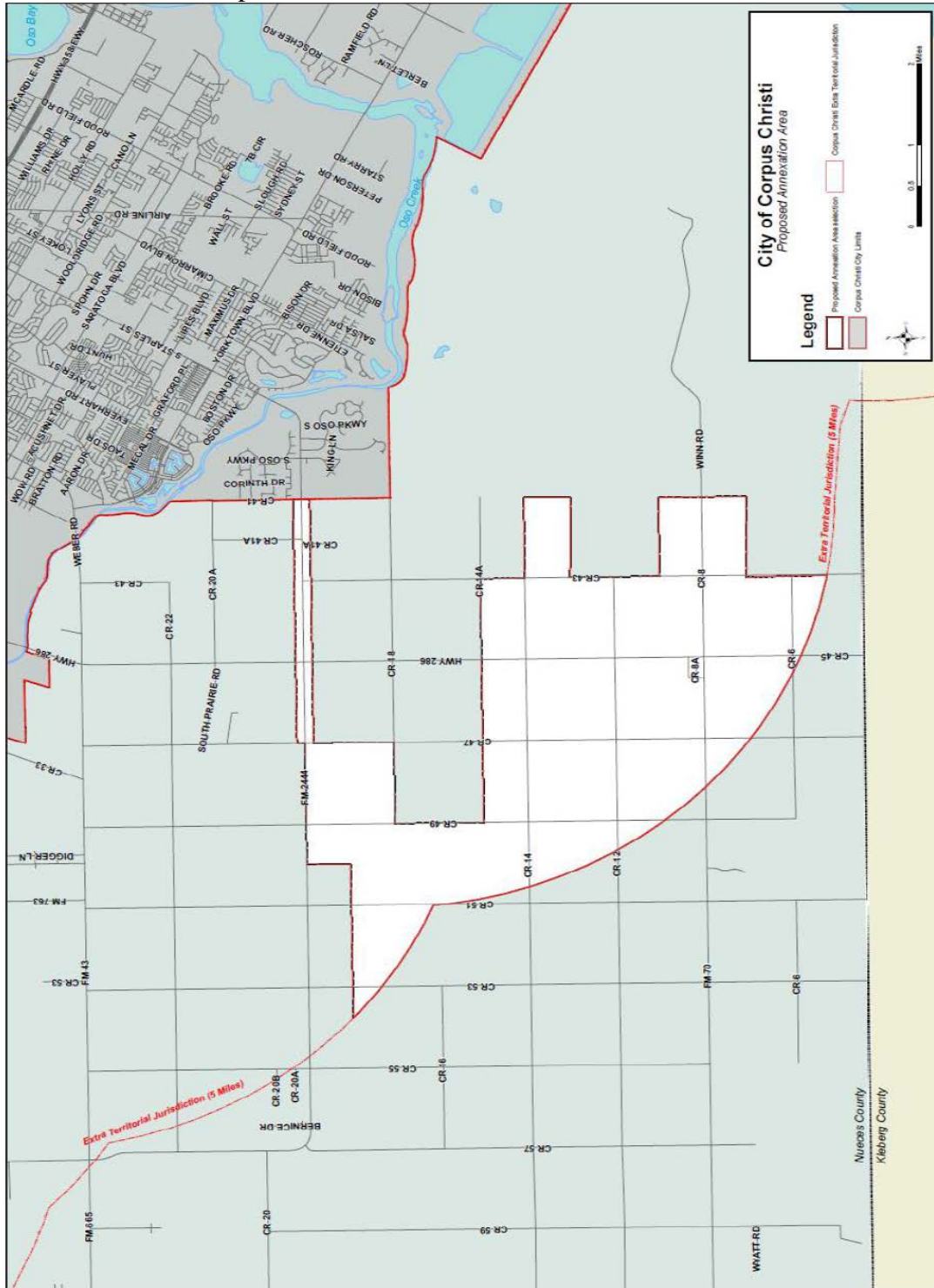
Respectfully,



Barney Williams, P.E.  
Interim Director of Development Services

Enclosures  
Annexation Area Map  
Development Agreement

Annexation Area Map



**DEVELOPMENT AGREEMENT  
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code (the "Agreement") is entered between the City of Corpus Christi, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Nueces County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code;

**WHEREAS**, under Section 43.035 the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

**WHEREAS**, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

**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; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Extraterritorial Jurisdiction Status of Property.** The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

**Section 2. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land uses, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Nueces County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct or allow to be constructed any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the City's Unified Development Code and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's zoning regulations shall apply to the Property, and in addition to the uses authorized by the Unified Development Code, the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and

regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations in the Unified Development Code and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

- (e) The Owner shall not construct or allow to be constructed wind energy units on his land for the commercial sale of wind energy as defined in the Unified Development Code, Section 5.6.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
  - (2) The Owner's failure to comply with Section 2.
  - (3) The Property no longer being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, 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 and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date.

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner 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 takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner 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 application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City, provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** 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, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Corpus Christi  
Attn: City Manager  
PO Box 9277  
Corpus Christi, Texas 78469-9277

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a memorandum of this Agreement in a form substantially similar to that set forth in Exhibit “B” shall be recorded in the Official Public Records of Nueces County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; 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 15. Effect of Future Laws.** 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 16. Venue and Applicable Law.** Venue for this Agreement shall be in Nueces County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2014.

**Owner (s)**

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

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

**City of Corpus Christi, Texas**

\_\_\_\_\_

**STATE OF TEXAS** §  
**COUNTY OF NUECES** §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public - State of Texas

STATE OF TEXAS                   §  
COUNTY OF NUECES           §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public - State of Texas

STATE OF TEXAS                   §  
COUNTY OF NUECES           §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, City of Corpus Christi, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public - State of Texas



**EXHIBIT "A"**

**Nueces County Appraisal District Tax Id. #:** \_\_\_\_\_

**Nueces County Appraisal District Property Description:** \_\_\_\_\_

\_\_\_\_\_

**Exhibit "B"**

**MEMORANDUM OF RECORD  
NOTICE OF DEVELOPMENT AGREEMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF NUECES** §

**Whereas**, the undersigned ("Owner") and the City of Corpus Christi (the "City"), entered into that certain Development Agreement under Section 43.035, Texas Local Government Code dated \_\_\_\_\_, 20\_\_\_\_, (the "Agreement");

**Whereas**, Owner and the City entered the Agreement pursuant to Local Government Code §43.035 which, pursuant to the terms and conditions of the Agreement, effectively guarantees the continuation of the extraterritorial status of Owner's property that is currently appraised for ad valorem tax purposes as agricultural land under Subchapter C or D, Chapter 23 of the Tax Code until the Agreement expires or the property is developed for purposes other than agriculture;

**Whereas**, Owner is the owner of record for the property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

**Whereas**, recording the entire Agreement in the real property records of Nueces County is impractical and needlessly burdensome; and

**Whereas**, the Owner and City agree to file this Memorandum of Record ("Memorandum") to provide notice of the Agreement encumbering the Property;

**NOW THEREFORE**, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Nueces County, Texas, for the purpose of giving notice to all persons that:

- (1) The Agreement is on file with the City Secretary at the Corpus Christi City Hall, copies of which are available upon request.
- (2) The Owner is required to perform as agreed and provided in the Agreement, as well as in accordance with all other applicable rules, regulations and codes of the City, except as provided otherwise in the Agreement.
- (3) The Agreement provides that 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, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property.

Executed and filed this the \_\_\_\_ day of \_\_\_\_\_, 2014.

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

**THE STATE OF TEXAS** §  
§  
**COUNTY OF NUECES** §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared of the City of Corpus Christi, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed

the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_ day of \_\_\_\_\_ 2014.

(SEAL)

\_\_\_\_\_  
Notary Public-State of Texas

**After Recording Return to:**

City of Corpus Christi  
Attn: City Secretary  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277