

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.016, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement (the "Agreement") is entered into pursuant to Sections 43.016 and 212.172, Texas Local Government Code by and 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 parcels of real property in San Patricio County, Texas, which are identified by San Patricio County Appraisal District as Geographic ID: ##### and more particularly described in the attached Exhibit "1" (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, that Property is located in the City of Corpus Christi Extraterritorial Jurisdiction;

WHEREAS, Texas Local Government Code §43.016(b)(1) requires the City 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 municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Texas Local Government Code §43.016 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;

WHEREAS, Texas Local Government Code §43.016(c) provides an area adjacent or contiguous to an area that is the subject of a development agreement under Texas Local Government Code §43.016 is considered adjacent or contiguous to the municipality; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 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. Term. The term of this Agreement (the "Term") is 30 years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

Section 2. Extraterritorial Jurisdiction Status of Property. Pursuant to Texas Local Government Code §43.016(b)(1)(A), the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. 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 3. Authority of Municipality. Pursuant to Texas Local Government Code §43.016(b)(1)(B), the City is authorized to enforce all regulations and planning authority of the municipality that do not interfere with the use of the Property for agriculture, wildlife management, or timber.

Section 4. 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 extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written consent of the City.
- (b) The Owner shall not file any type of subdivision plat or related development document for the Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.

Section 5. Development and Annexation of Property.

- (a) Pursuant to Texas Local Government Code §212.172, 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 type of subdivision plat or related development document for the Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.
 - (2) 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.
 - (3) The filing for voluntary annexation of the Property into the City by the Owner.
 - (4) The expiration of this Agreement.
 - (5) Upon termination of this Agreement.

- (b) The Owner agrees that annexation initiated due to an occurrence under Section 5(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.

Section 6. Vested Rights Claims. Pursuant to Texas Local Government Code §43.016(e), 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 §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 5 herein. The Owner further waives any and all vested rights and claims that the Owner may have under §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. Conveyance of the Property. Conveyance of the Property or portions thereof is allowed under this Agreement. This Agreement constitutes a covenant running with the land, and all successive future owners will be to the same extent bound by and will have the same right to invoke and enforce, its provisions as the original signers of this agreement. Conveyance of the Property or portions thereof to subsequent owners does not trigger a request for voluntary annexation.

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. Any person who sells or conveys any portion of the Property shall, give written notice of the sale or conveyance to the City within 30 days of such sale or conveyance. 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

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and be recorded in the real property records of San Patricio 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 and constitutes a covenant running with the land.

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. 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.

Section 19. Reservation of City Rights. 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 20. Authorization. That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

