



Branded 1867  
re-established daily.

**Mayor**  
Scott Cain

**Mayor Pro-Tem**  
Dr. Robert O. Kelly

**Councilmembers**  
Gayle White  
Dale Sturgeon  
John Warren

**City Manager**  
Rick Holden

October 4, 2012

Dear Property Owner,

As you know, the City of Cleburne has identified your property as subject to annexation in the near future.

Section 43.035 of the Texas Local Government Code requires the city to offer you another option. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "development agreement" with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for a certain period or until any type of subdivision plat or related development is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but it also may not receive tax-supported services from the city such as police, fire and others. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.

We have enclosed the development agreement that we are offering for your consideration. In order for the agreement to become effective, all owners of the property must accept it as printed and sign it with the notary acknowledgements provided. The signed and notarized development agreement must be returned to the city on or before Monday, November 12, 2012. Please consult with your legal counsel regarding the contents of the attached agreement.

**If we do not receive your signed and notarized agreement on or before November 12, 2012, we will assume that you do not wish to enter into a development agreement, and your property will be included in the proposed annexation.**

Sincerely,

David Esquivel, PE  
Assistant City Manager

## **DEVELOPMENT AGREEMENT**

This Agreement ("Agreement") is entered into pursuant to the Texas Local Government Code, section 43.035 and Chapter 212, Subchapter G, and is entered into to be effective November 19, 2012 between the City of Cleburne ("City"), and property owners \_\_\_\_\_ ("Owners").

### **RECITALS**

#### **WHEREAS:**

- (1) The City of Cleburne has authority to annex property in its extraterritorial jurisdiction pursuant to Chapter 43 of the Texas Local Government Code; and
- (2) The City may negotiate a development agreement with property owners under section 212.172 of the Local Government Code; and
- (3) The City may annex \_\_\_\_ acres of land, more or less, owned by \_\_\_\_\_, and more properly described as follows: [PROPERTY DESCRIPTION] (the "Property"), within one year from the date of this Agreement; and
- (4) The Owners have certified that the Property has been 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;

**NOW THEREFORE**, in consideration of the mutual benefit to be derived herefrom by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **SECTION ONE:**

The City of Cleburne agrees as follows:

- (1) The City will not annex the Property for a period of five (5) years from the date of this Agreement.

#### **SECTION TWO:**

Owners agree as follows:

- (1) At the expiration of five (5) years from the date of this Agreement, Owners will not object to and do hereby agree to the annexation of the Property.

- (2) Owners agree that immediately upon the execution of this Agreement, the City may enforce upon the Property all regulations and planning authority of the City that do not interfere with the use of the Property for agriculture, wildlife management, or timber.
- (3) Owners agree that if at any time the Owners file any type of subdivision plat, permit application or related development document for the area with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such action will constitute a petition for voluntary annexation by the Owners, and the property will be immediately subject to annexation at the discretion of the City Council. Owners hereby agree that such annexation shall be voluntary, and Owners hereby consent to such annexation as though a petition for such annexation had been tendered to the City by Owners.
- (4) Owners agree that if at any time during the period in which this Agreement is in effect the Owners use the Property for any purpose other than agriculture, wildlife management or timber, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such change in use by the Owners will constitute a petition for voluntary annexation by the Owners, and the property will be immediately subject to annexation at the discretion of the City Council. Owners hereby agree that such annexation shall be voluntary, and Owners hereby consent to such annexation as though a petition for such annexation had been tendered to the City by Owners.
- (5) Owners understand and agree that the Johnson County Central Appraisal District, not the City, is the entity that is responsible for making the determination of whether the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management or timber, and that the City's annexation of the property will not affect such designation.
- (6) Owners acknowledge that each and every owner of the Property must sign the Agreement in order for the Agreement to take full effect, and each Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons 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 THREE:**

The term of this Agreement shall be for seven (7) years from the date of its execution.

This Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms and it may not be modified in any manner without the express written consent of the Parties.

No assignment of this Agreement, in whole or in part, or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

**Owner:**

\_\_\_\_\_

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

STATE OF TEXAS                   §  
  §  
COUNTY OF JOHNSON         §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ and \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing Agreement  
and acknowledged to me that they 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 the \_\_\_\_ day of  
\_\_\_\_\_, 2012.

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

My Commission expires: \_\_\_\_\_

**Owner:**

\_\_\_\_\_

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

STATE OF TEXAS                   §  
  §  
COUNTY OF JOHNSON         §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ and \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing Agreement  
and acknowledged to me that they 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 the \_\_\_\_ day of  
\_\_\_\_\_, 2012.

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

My Commission expires: \_\_\_\_\_

**City of Cleburne**

\_\_\_\_\_  
Rick Holden, City Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF JOHNSON         §

BEFORE ME, the undersigned authority, on this day personally appeared Rick Holden, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me 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 the \_\_\_\_ day of \_\_\_\_\_, 2012.

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

My Commission expires: \_\_\_\_\_