



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 December 9, 2014 between the City of Bee Cave (“City”), and property owner Meissner Living Trust (“Owner”). The term Owner also refers to Wayne Meissner and Carol-Lynne Meissner, individually and as Trustees of the Meissner Living Trust.

RECITALS

WHEREAS:

- (1) The City of Bee Cave 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 who own land that is tax exempt for agricultural, wildlife management, or timber purposes under section 212.172 of the Local Government Code; and
- (3) The City may annex 284.400 acres of land, more or less, generally located East and West of Hamilton Pool Road and Southwest of the current city limits (the “Annexation Area”), of which a portion of such proposed Annexation Area includes property owned by Owner which is qualified for a Development Agreement pursuant to section 212.172 of the Local Government Code, and which property is more fully described in Exhibit “A” attached hereto (the “Property”); 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 therefrom 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 Bee Cave agrees as follows:

- (1) The City will not annex the Property during the term of this Agreement, unless Owner develops or changes the use of the Property as described in Section Two, for a period of twenty five (25) years from the date of this Agreement (the “Initial Term”). Provided,

however, by providing written notice to the City at least sixty (60) days prior to the expiration of the Initial Term, Owner shall have the right to extend the Initial Term for a period of up to twenty (20) years.

SECTION TWO:

Owners agree as follows:

- (1) At the expiration of the Initial Term (as such term may be extended), Owner will not object to and does hereby agree to the annexation of the Property. This Agreement will be binding on the heirs, successors and assigns of Owner.
- (2) Owner agrees that immediately upon the execution of this Agreement, the City may enforce upon the Property all regulations and planning authority of the City that does not interfere with (i) the use of the Property for: agriculture, wildlife management, or timber use; (ii) existing single family residential uses (which uses include the Owners' right to remodel and/or expand any existing residential structures used and occupied by the Owners or occupied by their immediate family for single family residential purposes; and (iii) to construct two (2) additional single family residence if used and occupied by the Owner or used and occupied by their immediate family for single family residential purposes (collectively the "Permitted Uses"). The term "agriculture, wildlife management or timber use" shall include all uses consistent with Chapter 23 of the Texas Tax Code as enacted on the date of this Agreement.
- (3) Owner agrees that if at any time the Owner files any type of subdivision plat, permit application or related development document for the Property, or a portion of the Property, with a governmental entity that has jurisdiction over the Property or such portion, 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 Owner, and the Property or such portion, will be immediately subject to annexation at the discretion of the City Council. Owner hereby agrees that such annexation shall be voluntary, and Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by Owner. Provided however and notwithstanding the above, Owner shall be authorized to submit an application to the City to subdivide the Property into two tracts as generally depicted in Exhibit "A", for the purpose of developing the approximate 6.5 acre tract without triggering immediate annexation of the remainder of the

Property (so long as the remainder continues to be used for the Permitted Uses). Upon City's receipt of the subdivision application, the 6.5 acre tract shall be subject to annexation in accordance with this section. As stated in Section Two, subsection (2), the Property is subject to the planning and land use regulations of the City as of the Effective Date of this Agreement. In particular, future development of the Property (except for development associated with the Permitted Uses) is subject to the regulations applicable to Rural Residential districts unless a zoning change is approved by the City.

- (4) Owner agrees that if at any time during the period in which this Agreement is in effect the Owner uses the Property or a portion of the Property, for any purpose other than a Permitted Use, 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 or such portion will be immediately subject to annexation at the discretion of the City Council. Owner hereby agrees that such annexation shall be voluntary, and Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by Owners.
- (5) Owner understands and agrees that the Travis 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.
- (6) Owner acknowledges 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 the Initial Term (and as such term may be extended) from the date of its execution or until the City completes annexation of the Property which ever event occurs first.

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.

Meissner Living Trust
Wayne Meissner and Carol-Lynne Meissner, Trustees

Owner's Mailing Address:

812 San Antonio Street, Suite 400
Austin, TX 78701

City of Bee Cave, a Home Rule Municipal Corporation

City's Mailing Address:

City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Travis County

Owners:

Meissner Living Trust

Wayne Meissner

By: Wayne Meissner,
Individually and as Trustee

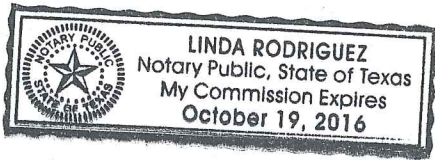
Carol-Lynne Meissner

By: Carol-Lynne Meissner,
Individually and as Trustee

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Meissner, 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 8th day of December, 2014.



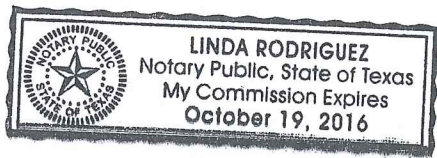
Linda Rodriguez
Notary Public, State of Texas

My Commission expires: _____

STATE OF Texas §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Carol-Lynne Meissner, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that she 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 8th day of December, 2014.



Linda Rodriguez
Notary Public, State of _____

My Commission expires: _____

City of Bee Cave

Caroline Murphy
Caroline Murphy, Mayor

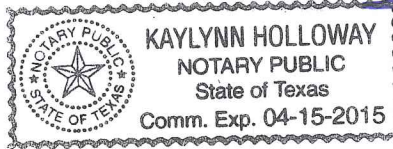
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Murphy, Mayor, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that she 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 9th day of December 2014.

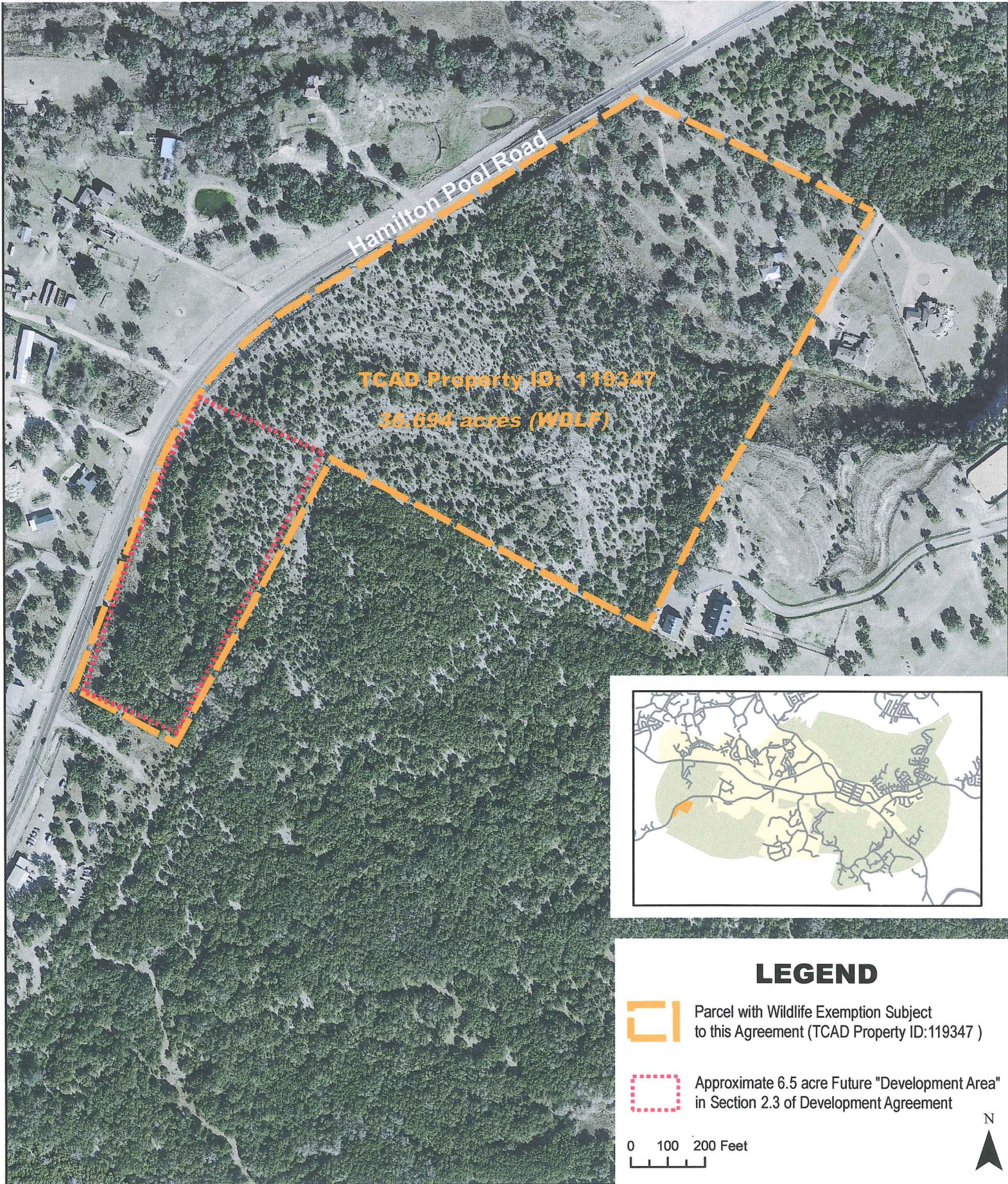


Kaylynn Holloway
Notary Public, State of Texas


My Commission expires: 4-15-2015

Meissner Development Agreement

Exhibit A: Property Subject to Meissner Development Agreement



LEGEND

 Parcel with Wildlife Exemption Subject to this Agreement (TCAD Property ID:119347)

 Approximate 6.5 acre Future "Development Area" in Section 2.3 of Development Agreement

0 100 200 Feet

N



Return

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 11, 2014 02:58 PM 2014184367

GONZALESM: \$58.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

CITY OF BEE CAVE
4000 GALLERIA PARKWAY
KAYLYNN HOLLOWAY
BEE CAVE TX 78738

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.