



144AM

DEVELOPMENT AGREEMENT

This Agreement ("Agreement") is entered into pursuant to the Texas Local Government Code, section 43.035 and Chapter 21, Subchapter G, and is entered into to be effective November 12, 2013 between the City of Bee Cave ("City"), and property owners Richard Grumbles, Donna L. Grumbles, Carolyn Jean Grumbles and Michelle H. Grumbles (collectively, the "Owners" and each being referred to herein as an "Owner").

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 139.778 acres of land more or less, (the "Annexation Area"), of which a portion of such proposed Annexation Area includes property owned by the Owners which is qualified for a development Agreement pursuant to section 212.172 of the Local Government Code, and which property is more properly described as follows: See Exhibit A attached hereto (the "Property"); and
- (4) The Owners have certified that the Property, other than the two (2) one acre homesteads described on Exhibit B, have 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 Bee Cave agrees as follows:

- (1) The City will not annex the Property 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, Owners 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), Owners will not object to and do hereby agree to the annexation of the Property. This Agreement will be binding on the heirs, successors and assigns of Owners.
- (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 does not interfere with (i) the use of the Property for: (1) agriculture, wildlife management, or timber use; (2) existing single family residential uses (including the remodel and/or additions to the existing structures and the construction of any associated structures (e.g. barn, shed, etc.)), and (3) up to five (5) additional one acre residential homesteads that are owned or leased by immediate family members of the Owners with single-family residences and associated structures (e.g. barn, shed, etc.) located thereon; or (ii) the existing fireworks stand located on the Property (collectively, the "Permitted Uses" and individually a "Permitted Use"); provided, however, that the right of the Owners and any tenant or licensee of the Owners to operate the existing fireworks stand on the Property shall terminate ten (10) years from the date of this Agreement. 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 and shall also include hunting and uses incidental thereto.
- (3) Owners agree that if at any time the Owners file any type of application to authorize a use other than a Permitted Use for the Property, or a portion of the Property, with a governmental entity that has jurisdiction over the Property or such portion, (but excluding any site development permits or plats associated with a Permitted Use) regardless of how the Property is appraised for ad valorem tax purposes, such action 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. 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.

Provided however, in the event that the applications associated with development of the Property for a change in use from a Permitted Use are withdrawn prior to annexation and a change from a Permitted Use is no longer contemplated by the Owners, then the Voluntary Annexation will also be considered withdrawn and this Agreement will continue in effect as if such applications had not been filed.

- (4) Owners agree that if at any time during the period in which this Agreement is in effect the Owners use the Property or a portion of the Property, for any purpose other than the Permitted Uses regardless of how the Property is appraised for ad valorem tax purposes, 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. 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 Travis County Central Appraisal District ("TCAD"), 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. If during the term of this Agreement, TCAD revokes the existing agricultural or wildlife management exemption on the Property, this action alone will not constitute a petition for voluntary annexation of the Property by the Owners.
- (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 the Initial Term (as such term may be extended) or until the City completes annexation of the Property pursuant to the rights and obligations set forth in this Agreement, 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. Provided however, that Owners may convey the property to immediate family members or to grandchildren or third parties without consent of the City so long as the Agriculture Use does not expand the agricultural uses in effect on the date of this Agreement and so long as the Property is not used for commercial livestock processing or as a concentrated animal feeding operation.

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.

Owners' Mailing Address:

Richard Grumbles
Donna L. Grumbles
Carolyn Jean Grumbles
Michelle H. Grumbles

15318 Hamilton Pool Road
Austin, Texas 78738

City's Mailing Address:

City of Bee Cave
4000 Galleria Parkway

Bee Cave, Texas 78738
Travis County

[Signature Pages Follow]

[Signature Page of Owners]

Owners:

Richard Grumbles
Richard Grumbles

Donna L. Grumbles

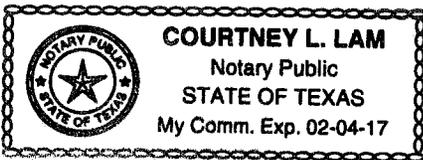
Carolyn Jean Grumbles
Carolyn Jean Grumbles

Michelle H. Grumbles
Michelle H. Grumbles

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Grumbles, 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 8 day of November, 2013.

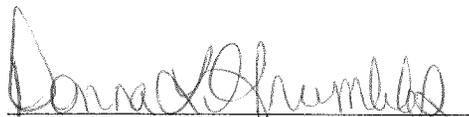


Courtney L. Lam
Notary Public, State of Texas

[Signature Page of Owners]

Owners:

Richard Grumbles



Donna L. Grumbles

Carolyn Jean Grumbles

Michelle H. Grumbles

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Grumbles, 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.

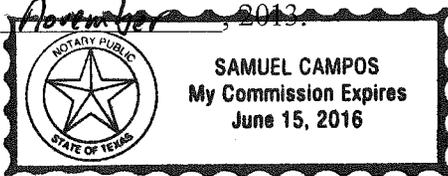
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 2013.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donna L. Grumbles, 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 9 day of





Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Jean Grumbles, 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 _____, 2013.

Notary Public, State of Texas

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Michelle H. Grumbles, 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 _____, 2013.

Notary Public, State of _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donna L. Grumbles, 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.

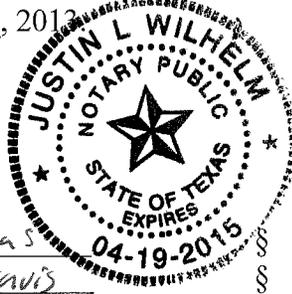
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 2013.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Jean Grumbles, 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 8th day of November, 2013.

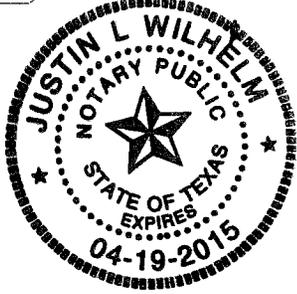


[Signature]
Notary Public, State of Texas

STATE OF Texas §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Michelle H. Grumbles, 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.

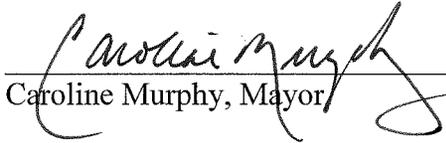
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 8th day of November, 2013.



[Signature]
Notary Public, State of Texas

[Signature Page for the City]

City of Bee Cave



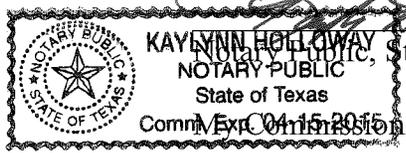
Caroline Murphy, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Murphy, Mayor of the City of Bee Cave, 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 12th day of November 2013.



 expires: 4-15-2015

- Exhibit A – Legal Description
- Exhibit B – Description of One Acre Homesteads

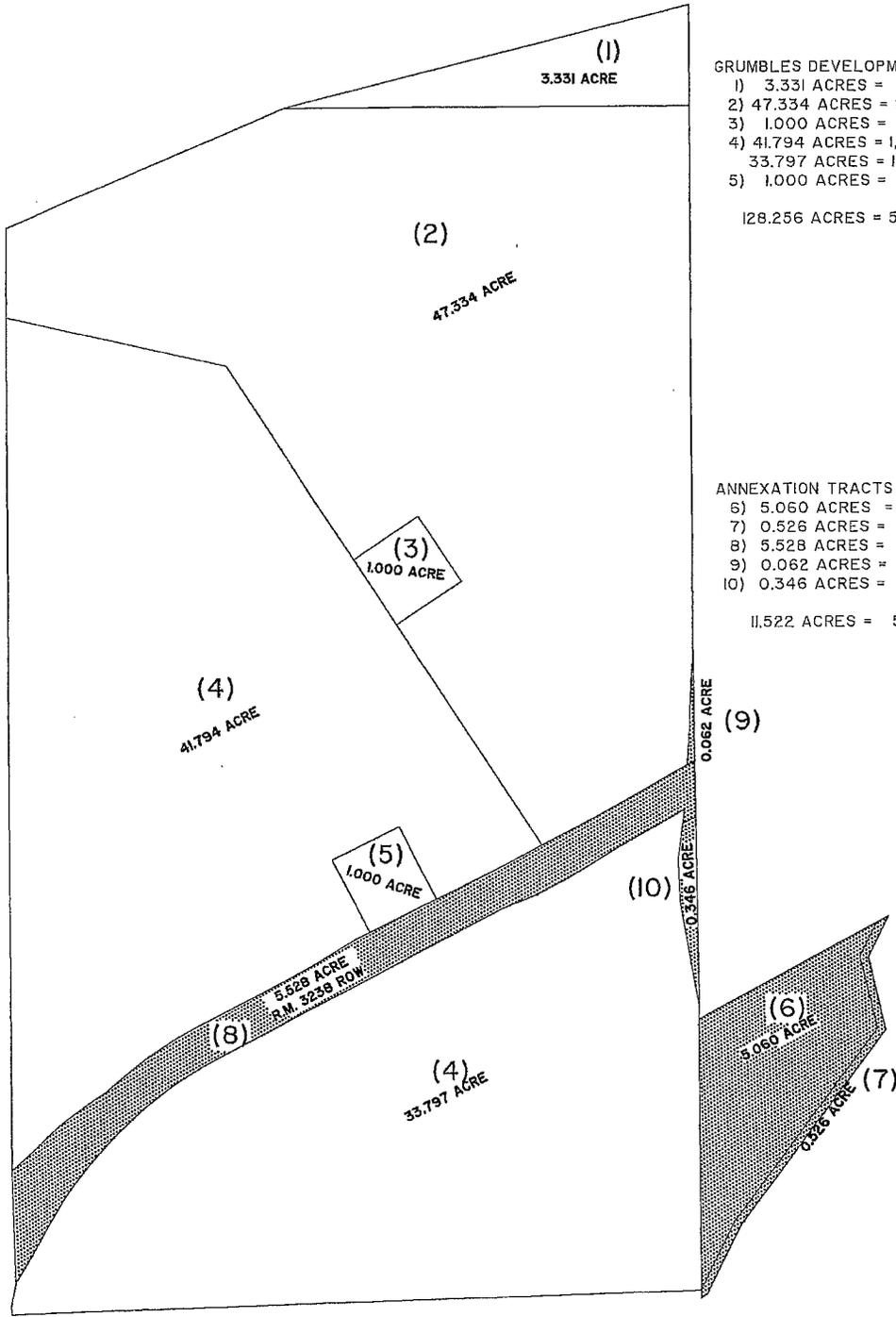
Exhibit A1

128.256 ACRE GRUMBLES TRACTS
CITY OF BEE CAVE DEVELOPMENT AGREEMENT

Page 1 of 1
NOV. 05, 2013

COMPILATION OF A 128.256 ACRE (5,586,828 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J. REYNOLDS SURVEY, NO. 44, ABSTRACT NO. 684, IN TRAVIS COUNTY, TEXAS, SAID 128.256 ACRES BEING COMPRISED OF 1) THAT CALLED 3.33 ACRE TRACT OF LAND (3.331 ACRES) CONVEYED TO RICHARD GRUMBLES AND DONNA L. GRUMBLES BY INSTRUMENT RECORDED IN DOCUMENT NO. 2012207034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 2) THE REMAINDER OF THAT CALLED 49.99 ACRE TRACT OF LAND (47.334 ACRES) CONVEYED TO RICHARD GRUMBLES AND DONNA L. GRUMBLES BY INSTRUMENT RECORDED IN DOCUMENT NO. 2012141235 (EXHIBIT "B") OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 3) ALL OF THAT CALLED 1.00 ACRE TRACT OF LAND, CONVEYED TO CAROLYN JEAN GRUMBLES, Et. Al. BY WILL OF SURVIVING SPOUSE (VOLUME 2469, PAGE 242 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS), 4) THE REMAINDER OF THAT CALLED 78.98 ACRE TRACT OF LAND (41.794 ACRES NORTH OF R.M. 3238 AND 33.797 ACRES SOUTH OF R.M. 3238) CONVEYED TO CAROLYN JEAN GRUMBLES, Et. Al. BY WILL OF SURVIVING SPOUSE (VOLUME 2138, PAGE 102 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS), AND 5) ALL THAT CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO DUDLEY R. GRUMBLES, Jr. AND WIFE MICHELLE H. GRUMBLES BY INSTRUMENT RECORDED IN VOLUME 11766, PAGE 170 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS,

Exhibit A2



GRUMBLES DEVELOPMENT TRACTS
 1) 3.331 ACRES = 145,098 SQ. FT.
 2) 47.334 ACRES = 2,061,866 SQ. FT.
 3) 1.000 ACRES = 43,560 SQ. FT.
 4) 41.794 ACRES = 1,820,547 SQ. FT.
 33.797 ACRES = 1,472,197 SQ. FT.
 5) 1.000 ACRES = 43,560 SQ. FT.
 128.256 ACRES = 5,586,828 SQ. FT.

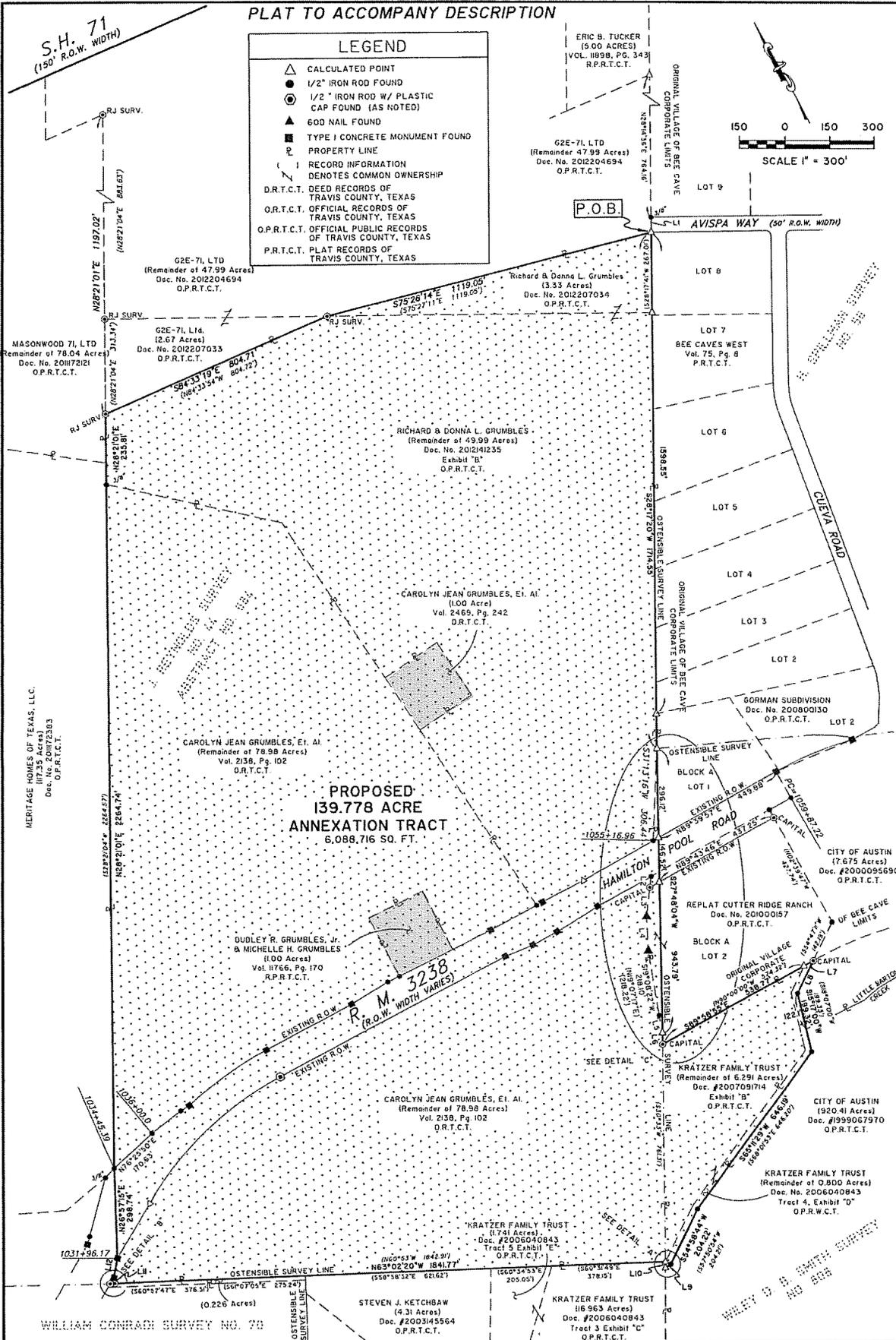
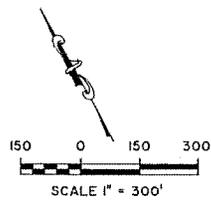
ANNEXATION TRACTS
 6) 5.060 ACRES = 220,414 SQ. FT.
 7) 0.526 ACRES = 22,914 SQ. FT.
 8) 5.528 ACRES = 240,800 SQ. FT.
 9) 0.062 ACRES = 2,706 SQ. FT.
 10) 0.346 ACRES = 15,072 SQ. FT.
 11.522 ACRES = 501,906 SQ. FT.

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ▲ CALCULATED POINT
- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON ROD W/ PLASTIC CAP FOUND (AS NOTED)
- ▲ 60D NAIL FOUND
- TYPE I CONCRETE MONUMENT FOUND
- PROPERTY LINE
- RECORD INFORMATION
- DENOTES COMMON OWNERSHIP
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.R.T.C.T. OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS



**PROPOSED
139.778 ACRE
ANNEXATION TRACT
6,088,716 SQ. FT.**

**R.M. 3238
(R.O.W. WIDTH VARIES)**

**INLANDS
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

**CITY OF BEE CAVE, TEXAS
ANNEXATION PARCEL 1B
139.778 ACRE
6,088,716 SQUARE FEET**

AFTER RECORDING, RETURN TO:

City of Bee Cave
Kaylynn Holloway
City Secretary
4000 Galleria Parkway
Bee Cave, Texas 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.

