



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 24, 2015 between the City of Bee Cave (“City”), and property owners 6D RANCH, LTD (“Owners”).

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 149.269 acres of land more or less, (the “Annexation Area”), of which a portion of such proposed Annexation Area is approximately 9.634, more or less, of property owned by 6D RANCH, LTD which is qualified for a Development Agreement pursuant to section 212.172 of the Local Government Code, and which property is more properly described in Exhibit “A” attached hereto and incorporated herein (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 there from 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 ten (10) years from the date of this Agreement.

SECTION TWO:

Owners agree as follows:

- (1) At the expiration of ten (10) years from the date of this Agreement, 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 the use of the Property for agriculture, wildlife management, or timber use.
- (3) Owners agree that if at any time the Owners file 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 Owners, and the Property or such portion, will be immediately subject to annexation at the discretion of the City Council. The Owners agree that any filing of a permit application, subdivision plat or other development documents (except for development for agricultural, wildlife management or timber purposes) shall not give rise to development rights that might otherwise be available to Owners pursuant to Section 245 or Section 43.002 of the Texas Local Government Code. All future development of the Property for a use other than agricultural, wildlife management, or timber purposes shall be in accordance with the zoning regulations in effect at the time of annexation and as approved by the City after the Property is annexed into the City. The Property is projected to be zoned as Single Family 20 according to the City's Comprehensive Plan. Owners agree that future use of the Property will be in accordance with the City of Bee Cave zoning regulations of the City, unless the City approves alternative zoning at the request of the Owner. 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 or a portion of 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 or such portion will be immediately subject to annexation at the discretion of the City Council. The Owners agree that any change of use or partial change of use of the Property shall not give rise to development rights that might otherwise be available to Owners pursuant to Section 245 or Section 43.002 of the Texas Local Government Code. All future development of the Property for a use other than agricultural, wildlife management, or timber purposes shall be in accordance with the zoning regulations in effect at the time of annexation and as approved by the City after the Property is annexed into the City. The Property is projected to be zoned as Single Family 20 according to the City's Comprehensive Plan. Owners agree that future use of the Property will be in accordance with the City of Bee Cave zoning regulations of the City unless the City approves alternative zoning at the request of the Owner. 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, 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) 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 ten years (10) years 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.

[NAME OF OWNERS]

Owners' Mailing Address:

**6D RANCH, LTD c/o DFI Resources
P. O. Box 163267
Austin, TX 78716**

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

City of Bee Cave

Caroline Murphy
Caroline Murphy, Mayor

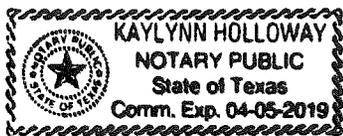
STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Murphy, 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 24th day of November, 2015.

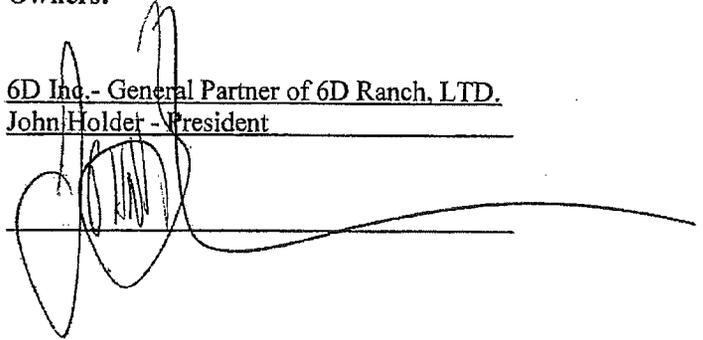


Kaylynn Holloway
Notary Public, State of Texas

My Commission expires: 4-5-2019

Owners:

6D Inc. - General Partner of 6D Ranch, LTD.
John Holder - President



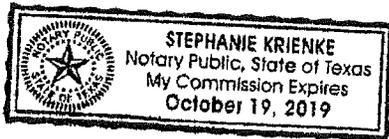
STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared John Holder and N/A, 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 9th day of December, 2015.



Stephanie Krienke
Notary Public, State of Texas

My Commission Expires: 10/19/19

Metes and Bounds Description

419674 Square Feet or 9.634 Acres
E.C. Gaines Survey, Abstract No. 2675
Phillip H. Cammans Survey, Abstract No. 168
Bee Caves, Travis County, Texas

BEING a tract of land situated in the E.C. Gaines Survey, Abstract No. 2675 and the Phillip H. Cammans Survey, Abstract No. 168, Travis County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod in concrete in the north line of RM 2244 (Bee Cave Road) (a variable width right-of-way), same being for the southeast corner of the vacated plat of Ribera Canyons Subdivision – Section One, an addition to the City of Bee Caves, Travis County, Texas as shown on plat recorded in Document Number 199900370, Official Public Records, Travis County, Texas (OPRTCT);

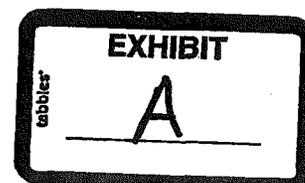
THENCE North 86°30'16" West, a distance of 426.68 feet to a TXDOT Monument;

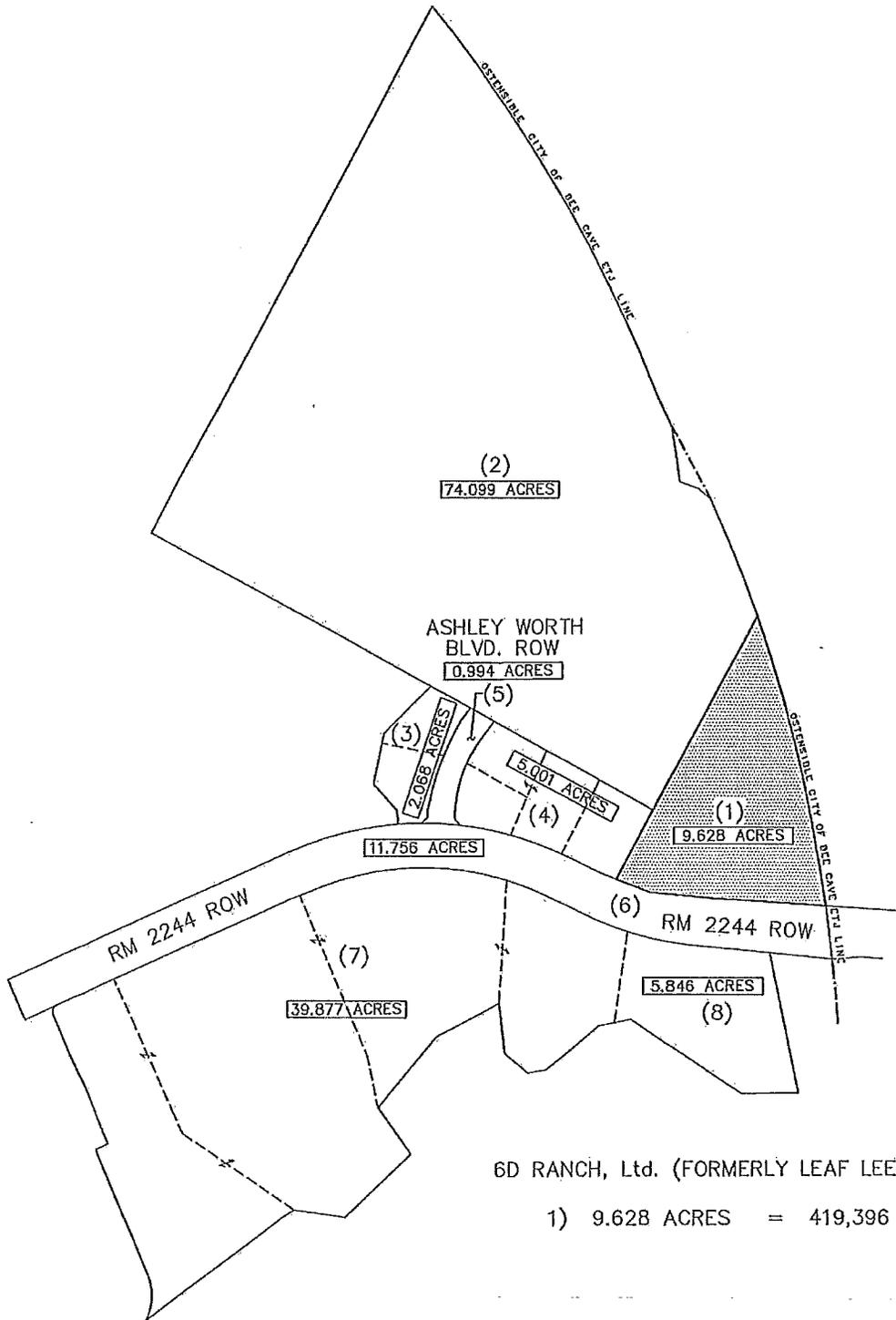
THENCE North 84°36'26" West, a distance of 216.77 feet to a TXDOT Monument;

THENCE North 69°35'56" West, a distance of 133.15 feet to a TXDOT Monument;

THENCE North 28°14'20" East, a distance of 1,075.30 feet to an iron pin with aluminum cap;

THENCE along a curve to the right having a central angle of 11°38'54", radius of 5,280.00 feet, an arc length of 1,073.43 feet and a chord which bears South 13°54'58" East, a distance of 1,071.58 feet to the **POINT OF BEGINNING** and containing 419,674 square feet or 9.634 Acres of land more or less.





6D RANCH, Ltd. (FORMERLY LEAF LEE RANCH, Ltd.)

1) 9.628 ACRES = 419,396 SQ. FT.

After recording return to:

Kaylynn Holloway
City Secretary
City of Bee Cave
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.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 10, 2015 03:34 PM

2015195275

GONZALESM: \$58.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS