



## 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, R. Scott Garrick and wife, Laura B. Garrick ("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 300.016 acres of land more or less, (the "Annexation Area"), of which a portion of such proposed Annexation Area is approximately 28 acres, more or less, of property owned by R. Scott Garrick and Laura B. Garrick 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 twenty five (25) years from the date of this Agreement.

## SECTION TWO:

Owners agree as follows:

- (1) At the expiration of twenty five (25) 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 agrees 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, timber purposes, or single family residential purposes as described below) 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, timber purposes, or single family residential use as described below shall be in accordance with the zoning requirements in effect at the time of the 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 Rural Residential according to the City's Comprehensive Plan. Owners agrees that future use of the Property will be in accordance with the Single Family Rural Residential zoning regulations of the City, unless the City approves alternative zoning at the request of the Owners. Owners hereby agree that such annexation shall be voluntary, and Owners hereby consents to such annexation as though a petition for such annexation had been tendered to the City by Owners.
- (4) In addition to agricultural, wildlife management and timber uses, the Owners may use the Property for single family residential purposes

without triggering the automatic voluntary annexation process described in subsection 3, so long as the single family structures are owned and occupied by Owners or Owners' immediate family members. , 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 fishing uses and the use of ATV and UTVs that are used in conjunction with such exempt uses and are incidental thereto. 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, timber, or single family residential use as described herein, 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 other than those uses authorized by this Agreement, 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, timber, or single family residential as described herein, 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 Rural Residential according to the City's Comprehensive Plan. Owners agree that future uses of the Property will be in accordance with the Single Family Rural Residential 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 twenty five years (25) 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 if the assignment would cause the Property, or a portion of the Property, to lose its agricultural, wildlife management or timber exemption without the prior written consent of the other Party hereto. However, Owner is authorized to assign the rights and obligations of this Agreement to a third party without the consent of the City upon transfer or sale of the Property or a portion of the Property to such third party so long as the Property or portion of the Property retains its agricultural, wildlife management or timber exemption. Any sale or transfer of the Property or a portion of the Property which causes the Property or such portion to lose its agricultural, wildlife management or timber exemption shall trigger the annexation procedures described in Section Two. In addition, the prohibition of an assignment shall not apply to a change of ownership where the change merely reflects a change in name, is a transfer to a family owned trust or family owned limited partnership or similar transaction where the owners of the new entity who will be the assignees of this Agreement are made up the same owners as the signatories to this Agreement or members of the signatories' immediate family and so long as such transfer of ownership does not cause the Property to lose its agricultural, wildlife management or timber exemption.

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:**

R. Scott Garrick and Laura B. Garrick  
8025 Carlton Ridge CV  
Austin, TX 78738

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:

R. Scott Garrick

Laura Garrick

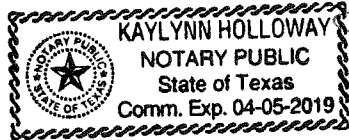
STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared R. Scott Garrick and Laura B. Garrick, 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<sup>th</sup> day of December, 2015.



Kaylynn Holloway  
Notary Public, State of Texas

My Commission expires: 4-5-2019

City of Bee Cave

*Caroline Murphy*  
Caroline Murphy, Mayor

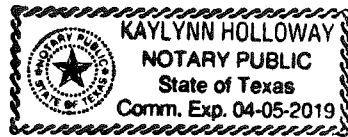
STATE OF TEXAS

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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 *24<sup>th</sup>* day of *November*, 2015.



*Kaylynn Holloway*  
Notary Public, State of Texas

My Commission expires: *4-5-2019*

*Willis - Sherman Associates, Inc.*

LAND SURVEYORS AND PLANNERS  
 310 MAIN • MARBLE FALLS, TEXAS • 78654  
 (830) 693-3566 FAX (830) 693-5362

SHEET 1 OF 2

STATE OF TEXAS:  
 COUNTY OF TRAVIS:

Field notes to accompany a Title Survey Plat of TRACT 2: 1.567 acres out of the Wiley B.D. Smith Survey No. 808, Abstract No. 699 Travis County, Texas being the same called TRACT 1: 1.567 acres conveyed to Kratzer Family Trust recorded in Document No. 2006040843 of the Official Public Records of Travis County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. ( ) denotes record information.

Beginning at a cotton picker found being the Northwest corner of this Tract 2 and being a controlling monument for this Survey.

Thence along the North line of this Tract 2 the next 2 calls for an angle point are as follows:

S83°30'21"E, 383.63' (S80°38'00"E, 383.55') to a 1/2" steel stake found with plastic cap stamped SEELIG 1908 being another controlling monument for this Survey;

N87°34'16"E, 179.71' (S89°36'25"E, 179.74') to a wood fence post found being the Northeast corner hereof;

Thence along the East line of this Tract 2, S72°01'00"W, 599.11' (S74°51'40"W, 599.15') to a 1/2" steel stake found being the Southeast corner hereof;

Thence along the South line of this Tract 2, N81°00'00"W, 105.46' (N78°09'13"W, 105.54') to a 1/2" steel stake found being the Southwest corner hereof;

Thence along the West line of this Tract 2, N29°00'48"E, 233.56' (N31°53'35"E, 233.73') to the Place of Beginning.

STATE OF TEXAS:  
 COUNTY OF TRAVIS:

Field notes to accompany a Title Survey Plat of TRACT 3: 8.137 acres out of the Wiley B.D. Smith Survey No. 808, Abstract No. 699 Travis County, Texas being the same called TRACT 2: 8.139 acres conveyed to Kratzer Family Trust recorded in Document No. 2006040843 of the Official Public Records of Travis County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. ( ) denotes record information.

Beginning at a 1/2" steel stake found with plastic cap stamped SEELIG 1908 being the Southwest corner of this Tract 3 and being a controlling monument for this Survey.

Thence along the West line of this Tract 3, N27°03'20"E, 338.27' (N29°55'41"E, 338.21') to a 1/2" steel stake found being the Northwest corner hereof and another controlling monument for this Survey;

Thence along the North line of this Tract 3 the next 4 calls for an angle point are as follows:

S81°00'00"E, 105.46' (S78°09'13"E, 105.54') to a 1/2" steel stake found;

N72°01'00"E, 599.11' (N74°51'40"E, 599.15') to a wood fence post found;

S51°52'13"E, 155.54' (S49°00'28"E, 155.54') to a computed point;

S40°51'02"E, 169.59' (S37°52'24"E, 169.75') to a railroad spike found being the Northeast corner hereof;

Thence along the East line of this Tract 3, S60°40'41"W, 850.94' (S63°32'54"W, 850.83') to a wood fence post found being the Southeast corner hereof;

Thence along the South line of this Tract 3, N61°46'45"W, 362.28' (N58°54'24"W, 362.28') to the Place of Beginning.





SHEET 2 OF 2

STATE OF TEXAS:  
COUNTY OF TRAVIS:

Field notes to accompany a Title Survey Plat of TRACT 4: 16.958 acres out of the Wiley B.D. Smith Survey No. 808, Abstract No. 699 Travis County, Texas being the same called TRACT 3: 16.963 acres conveyed to Kratzer Family Trust recorded in Document No. 2006040843 of the Official Public Records of Travis County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. ( ) denotes record information.

Beginning at a to a 1/2" steel stake found with plastic cap stamped SEELIG SURVEYORS being the Northwest corner of this Tract 4 and a controlling monument for this Survey.

Thence along the North line of this Tract 4, S63°25'38"E, 378.21' (S60°31'49"E, 378.15') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof;

Thence along the East line of this Tract 4 the next 2 calls for an angle point are as follows:

L1, S27°46'36"W, 20.39' (S30°34'47"W, 20.27') to a 1/2" steel stake set with plastic cap stamped R.P.L.S. 1877;

S27°15'05"W, 1303.34' (S30°06'23"W, 1303.69') to a 1/2" steel stake found being the Southeast corner hereof;

Thence along the South line of this Tract 4, N61°34'19"W, 871.21' (N58°42'18"W, 871.35') to a wood fence post found being the Southwest corner hereof;

Thence along the East line of this Tract 4 the next 3 calls for an angle point are as follows:

N60°40'41"E, 850.94' (N63°32'54"E, 850.83') to a rail road spike found;

N40°51'02"W, 169.59' (N37°52'24"W, 169.75') to a computed point;

N46°14'08"E, 558.30' (N49°05'32"E, 558.45') to the Place of Beginning.

STATE OF TEXAS:  
COUNTY OF TRAVIS:

Field notes to accompany a Title Survey Plat of TRACT 6: 1.741 acres out of the Wiley B.D. Smith Survey No. 808, Abstract No. 699 Travis County, Texas being that same called TRACT 5: 1.741 acres conveyed to Kratzer Family Trust recorded in Document No. 2006040843 of the Official Public Records of Travis County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. ( ) denotes record information.

Beginning at a 1/2" steel stake found being the Northwest corner of this Tract 6 and a controlling monument for this Survey.

Thence along the North line of this Tract 6, S63°20'58"E, 205.04' (S60°34'53"E, 205.05') to a to a 1/2" steel stake found with plastic cap stamped SEELIG SURVEYORS being the Northeast corner hereof;

Thence along the East line of this Tract 6, S46°14'08"W, 558.30' (S49°05'32"W, 558.45') to a computed point being the Southeast corner hereof;

Thence along the South line of this Tract 6, N51°52'13"W, 155.54' (N49°00'28"W, 155.54') to a wood fence post found being the Southwest corner hereof;

Thence along the West line of this Tract 6 the next 2 calls to a 1/2" steel stake found for an angle point are as follows:

N72°00'08"E, 138.92' (N74°51'53"E, 138.92');

N31°47'03"E, 399.01' (N34°38'48"E, 398.84') to the Place of Beginning.



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

2015195276

GONZALESM: \$66.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS