

STATE OF TEXAS

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COUNTY OF BELL

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**CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE**  
**DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code by and between the City of Killeen, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Bell County, Texas, identified as geographic identification number 0561140000, property identification number 97187, and property identified as geographic identification number 0561140002, property identification number 447707;

**WHEREAS**, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property; and,

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, Owner has two separate parcels, one of which is assessed as residential homestead for tax purposes and does not maintain an agriculture, wildlife management or timberland exemption from the Bell County Tax Appraisal District but is completely surrounded by another parcel, owned by Owner of the residential homestead parcel which does maintain such an exemption, and it is in the City's and the Owner's best interest to enter into a Development Agreement for the non-exempt parcel;

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and,

**WHEREAS**, the Owner and the City acknowledge that this Development Agreement is to be recorded in the real property records of Bell County and shall run with the land.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:



**Section 1.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document or apply for building permits for the Property, without the prior express written consent of the City, with Bell County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any structures on the Property that would require a building permit if the Property were in the City limits, with the exception of a monopole cell tower (as detailed in the attached site plan, denoted as Exhibit 'A'), which will meet a 1:1 fall radius, and not encroach onto adjacent properties, without the prior express written consent of the City, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's District "A" Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for District "A" Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person 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.

Where prior express written consent of the City is required, the request for such approval must be made in writing to the office of the City Planner. The request will either be approved, or a written explanation of the City Planner's concerns will be provided, within fifteen (15) calendar days of the date the request is received in the City Planner's office. If a written reply is not issued from the City within this time frame, the request is deemed approved. In the event that the Owner does not agree with the decision of the City Planner, the Owner may appeal the determination to the City Council within twenty (20) calendar days from the date of the City Planner's written reply. An appeal under this



section shall be in writing and be delivered to the City Planner's office. All timely appeals received shall be placed on the next available City Council agenda.

**Section 3.** The Owner acknowledges that if any plat, related development document or permit is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan, and Local Government Code Section 43.062 requiring certain statutory procedures to effectuate an involuntary annexation. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein and that, pursuant to Local Government Code Section 43.035(e), this Agreement is not a permit for purposes of Local Government Code Chapter 245.

**Section 4.** Pursuant to Section 212.172 of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber land, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 development agreement.

**Section 5.** The term of this revised Agreement (the "Term") is fifteen (15) years from the date of the original Agreement executed January 04, 2008. The revised Agreement requires that the City Manager's signature to this Agreement is acknowledged by a notary public. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence with the voluntary annexation of the Property, provided that the effective date of any such ordinance is on or after the expiration date of this Agreement. In connection with annexation pursuant to this section, the Owner hereby waives any vested rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction Owner may initiate during the time period between the expiration of this Agreement and the adoption of a voluntary annexation ordinance by the City, provided this time period does not exceed six (6) months.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned District "A" Agricultural District pursuant to the City's Code of Ordinances, Chapter 31, Section



31-124, as amended, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural, wildlife management or timber land exemption status of the Property. Notwithstanding any provision herein, if the subject Property loses its agricultural, wildlife management or timber land tax classification during the term of this Agreement, such action will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of City Council. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Killeen  
Attn: City Planner  
P.O. Box 1329  
Killeen, Texas 76540-1329

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. All costs and attorney's fees arising from an action necessary to enforce the terms of this Agreement shall be paid to the prevailing party by the other party.

**Section 11.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 12.** Venue for this Agreement shall be in Bell County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

**Section 15.** If the City of Killeen City Council votes not to annex the entire annexation area in which this parcel is located, then this agreement will be null and void in its entirety.

**Section 16.** At least three (3) months before the expiration of this agreement, Owner has the right to request that City extend the term of this agreement. If City and Owner fail to reach a subsequent agreement at least one month before this agreement expires, then Owner's property will be subject to voluntary annexation in accordance with Section 5 of this agreement."

Entered into this 7<sup>th</sup> day of March, 2014.

Joyce Reavis  
Owner

Printed Name: Joyce Reavis

Brad Reavis  
Owner

Printed Name: BRAD REAVIS

Owner

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

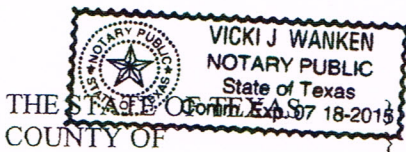
Owner

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

Glenn Morrison  
Glenn Morrison  
City Manager, City of Killeen, Texas HC

THE STATE OF TEXAS     }  
COUNTY OF                }

This instrument was acknowledged before me on the 7<sup>th</sup> day of March, 2014, by JOYCE REAVIS Owner.



Vicki J. Wanken  
Notary Public, State of Texas

This instrument was acknowledged before me on the 7<sup>th</sup> day of March, 2014, by BRAD REAVIS, Owner.

