



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 October 27, 2015 between the City of Bee Cave ("City"), and property owners Phil Mockford, Jane Mockford and Dale Mockford ("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 32.665 acres of land more or less, (the "Annexation Area"), of which a portion of such proposed Annexation Area includes property owned by Phil Mockford, Jane Mockford and Dale Mockford 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 attached Exhibit A (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 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 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 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 according to the zoning 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 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 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:

P. O. Box 1642
Austin, TX 78767

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:

Phil Mockford
Phil Mockford

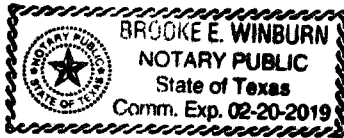
Jane Mockford
Jane Mockford

Dale Mockford
Dale Mockford

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Phil Mockford and Jane Mockford, 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 14th day of October, 2015.



Brooke Winburn
Notary Public, State of Texas

My Commission expires: 2-20-2019

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

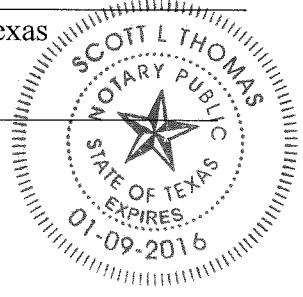
BEFORE ME, the undersigned authority, on this day personally appeared Dale Mockford, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 14th day of October, 2015.

[Handwritten Signature]

Notary Public, State of Texas

My Commission expires:



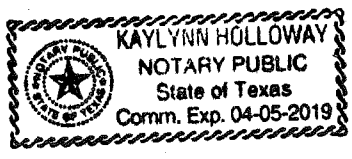
City of Bee Cave

[Handwritten Signature: Caroline Murphy]
Caroline Murphy, Mayor

STATE OF TEXAS §
 §
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 27th day of October, 2015.



[Handwritten Signature: Kaylynn Holloway]
Notary Public, State of Texas

My Commission expires: 4/6/2019

" "

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 32.665 ACRE (1,422,902 SQUARE FOOT) TRACT OF LAND SITUATED IN THE KALMAN SENDRY SURVEY, NO. 40, AND THE ELIZABETH HEINZEN SURVEY NO. 170, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 198.38 ACRE TRACT OF LAND CONVEYED TO PHIL MOCKFORD BY INSTRUMENT RECORDED IN VOLUME 4368, PAGE 2376 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER CONVEYED BY PHIL MOCKFORD AND WIFE, JANE MOCKFORD (4/224.442 INTEREST) TO DALE MOCKFORD BY INSTRUMENT RECORDED IN VOLUME 6818, PAGE 107 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND A FURTHER CONVEYANCE (2/224.442 INTEREST) TO DALE MOCKFORD BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002046788 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 32.665 ACRE (1,422,902 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2 inch iron rod with plastic surveyors cap stamped (M&S) found for the northwesterly corner of said remainder of 198.38 acre tract in the easterly boundary line of Lot 14, Block A of The Homestead, a subdivision of record in Volume 75, Page 132 of the Plat Records of Travis County, Texas, same being the southwestly corner of Lot 45, Block A of Spanish Oaks Section VIII, a subdivision of record in Document No. 200600269 of the Official Public Records of Travis County, Texas, also being in the easterly line of that called 161.73 acre tract of land annexed into the City of Bee Cave Corporate Limits by Ordinance No. 02-11-26-C, for the northwesterly corner of the herein described tract, and from which the calculated northeasterly corner of said The Homestead, same being the northwesterly corner of said Spanish Oaks Section VIII, bears N 12°30'40" E at a distance of 757.00 feet (Record);

THENCE, departing said Lot 14, Block "A" of The Homestead, same being said easterly line of the 161.73 acre Annexation Tract, with the common boundary line of said remainder of 198.38 acre tract and said Spanish Oaks Section VIII, the following (7) seven courses:

- 1) N 86°04'39" E for a distance of 194.45 feet to a calculated angle point;
- 2) S 63°23'13" E for a distance of 419.83 feet to a 1/2" iron rod found for an angle point;
- 3) N 83°30'36" E for a distance of 109.78 feet to a 1/2 inch iron rod with plastic surveyors cap (unreadable) found for an angle point;
- 4) S 51°08'26" E for a distance of 283.03 feet to a 1/2 inch iron rod found for an angle point;
- 5) S 58°53'42" E for a distance of 536.53 feet to a 1/2 inch iron rod found for an angle point;
- 6) S 18°07'43" W for a distance of 323.00 feet to a 60D nail found in the top of an 8" fence corner post for an ell corner;
- 7) S 72°15'44" E for a distance of 555.47 feet to a 1/2 inch iron rod with plastic surveyors cap (unreadable) found for the southeasterly corner of said Spanish Oaks Section VIII (Lot 84, Block A), same being an ell corner in the westerly boundary line of Spanish Oaks Section 7 (Lot 86, Block A), a subdivision of record in Document No. 200600085 of the Official Public Records of Travis County, Texas;

THENCE, departing said Spanish Oaks Section VIII (Lot 84, Block A), with the common boundary line of said remainder of 198.38 acre tract and said Spanish Oaks Section 7, the following (3) three courses:

- 8) S 72°30'11" E for a distance of 156.97 feet to a calculated angle point;
- 9) S 70°18'12" E for a distance of 19.31 feet to a 1/2" ID iron pipe found for the northeasterly corner of the herein described tract;
- 10) S 18°49'31" W for a distance of 86.11 feet to a calculated corner in the ostensible southerly City of Bee Cave E.T.J. line 5280', south of the original Village (City) of Bee Cave Limits as described in Exhibit "A" Petition For Incorporation (1,279.5 Acres) dated January, 1986, for the southeasterly corner of the herein described tract, and from which a 1/2 inch iron rod with plastic surveyors cap (unreadable) found for the common corner of Lots 88 and 89, Block D, said Spanish Oaks, Section 7, bears S 18°49'32" W at a distance of 313.37 feet;

THENCE, departing said Spanish Oaks Section 7 (Lot 87, Block D), through the interior of said remainder of 198.38 acre tract with said ostensible southerly City of Bee Cave E.T.J. line, the following (2) two courses:

- 11) along a non-tangent curve to the right having a delta angle of 11°38'51", a radius of 5280.00 feet, an arc distance of 1073.36 feet, and a chord which bears N 81°43'38" W at a distance of 1071.51 feet to a calculated point of non-tangency;
- 12) S 84°42'28" W for a distance of 1131.62 feet to a calculated point, being in the westerly boundary line of said remainder of 198.38 acre tract, same being in the easterly boundary line of Lot 1, Block A, The Homestead for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod found at the easterly terminus of the southerly Right-of-Way line of Great Divide Boulevard, same being the northeasterly corner of Lot 1, Block B; The Homestead bears S 12°23'24" W at a distance of 54.08 feet for an angle point and S 12°25'24" W at a distance of 34.91 feet;

THENCE, departing said ostensible southerly City of Bee Cave E.T.J. line, with the common boundary line of said remainder of 198.38 acre tract and said The Homestead, the following (5) five courses:

- 13) N 12°23'24" E for a distance of 227.32 feet to a calculated angle point;
- 14) N 12°24'24" E for a distance of 326.98 feet to a calculated angle point;
- 15) N 12°28'24" E for a distance of 203.29 feet to a 1/2" iron rod found for an angle point, being the common corner of said Lot 1, Block A and Lot 13, Block A;
- 16) N 12°31'11" E for a distance of 320.35 feet to a 1/2" iron rod found for an angle point, being the common corner of said Lot 13, Block A and said Lot 14, Block A;
- 17) N 12°28'50" E for a distance of 129.18 feet to the POINT OF BEGINNING, containing 32.665 acres (1,422,902 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

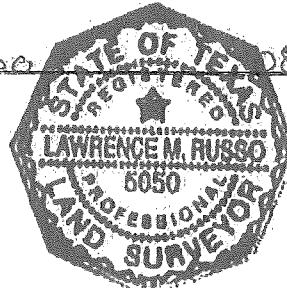
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo
 Lawrence M. Russo
 Registered Professional Land Surveyor No. 5050
 Inland Geodetics, LP
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681
 (512) 238-1200



08/04/2015
Date

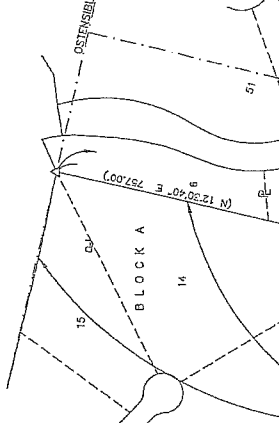
EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

NO.	BEARING	DISTANCE
L1	N63°30'36"E	109.78'
(L1)	(S85°30'10"W)	(109.78')
L2	S72°30'11"E	156.97'
(L2)	(N72°16'47"W)	(157.38')
L3	(S77°18'46"W)	(19.38')
(L3)	(N77°18'46"W)	(19.38')
(L4)	(S18°49'34"W)	(86.11')
(L4)	(N18°51'06"E)	(86.11')
L5	S12°23'24"W	54.00'
(L5)	(S15°00'W)	(54.00')
L6	S12°25'24"W	34.91'
(L6)	(S16°08'W)	(35.42')
L7	N12°28'50"E	129.18'
(L7)	(S12°30'10"W)	(129.14')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	113°05'1"	5286.00'	1073.36'	1071.51'	N 87°43'36" W

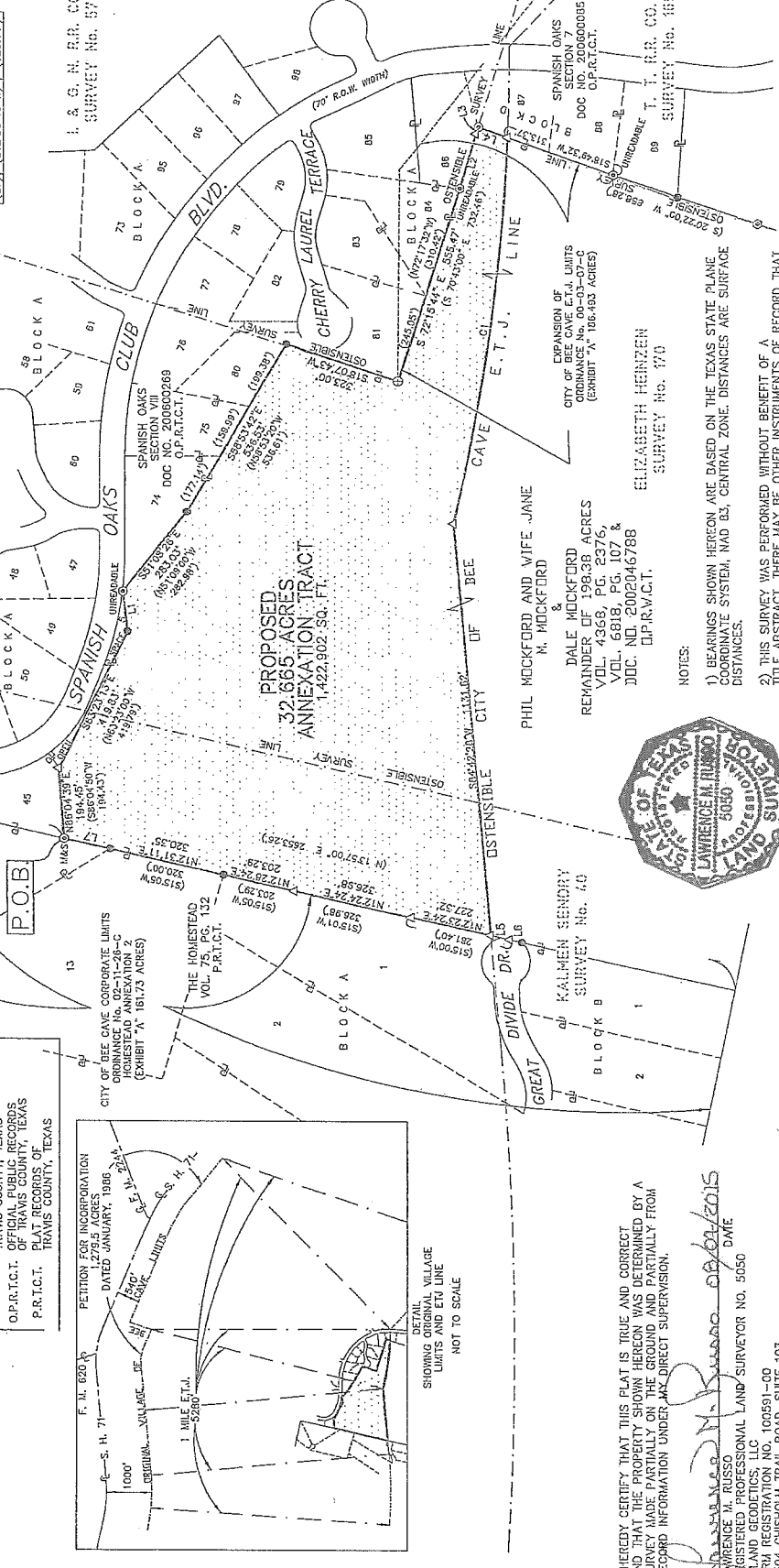
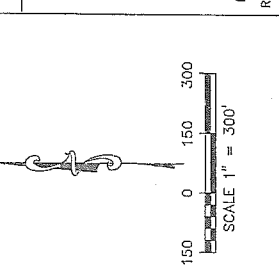
FRIEDRICH C. RECHT
SURVEY NO. 68

ELIZABETH HEINZEN
SURVEY NO. 170



LEGEND

- ▲ CALCULATED POINT
- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON ROD W/ PLASTIC CAP FOUND STAMPED AS NOTED
- ⊙ NAIL FOUND
- ⊙ 1/2" ID IRON PIPE FOUND (UNLESS NOTED)
- PROPERTY LINE
- DENOTES COMMON OWNERSHIP
- () RECORD INFORMATION
- () POINT OF BEGINNING
- P.O.B. RECORDS OF TRANS COUNTY, TEXAS
- D.R.T.C.T. REAL PROPERTY RECORDS OF TRANS COUNTY, TEXAS
- R.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRANS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRANS COUNTY, TEXAS
- P.R.T.C.T. RECORDS OF TRANS COUNTY, TEXAS



PHIL MOCKFORD AND WIFE JANE M. MOCKFORD
REMAINDER OF 198.28 ACRES
VOL. 436B, PG. 2376,
VOL. 681B, PG. 107 &
DOC. NO. 2002046788
D.P.R.V.C.T.

ELIZABETH HEINZEN
SURVEY NO. 170

DALE MOCKFORD
VOL. 436B, PG. 2376,
VOL. 681B, PG. 107 &
DOC. NO. 2002046788
D.P.R.V.C.T.

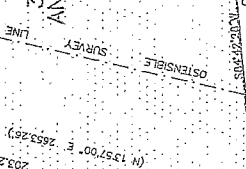
KALMEH SENORY
SURVEY NO. 70

THE HOMESTEAD
VOL. 75, PG. 132
P.R.T.C.T.

PROPOSED
32.665 ACRES
ANNEXATION TRACT
1,422,902 SQ. FT.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE SURVEY LAWS PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

LAWRENCE M. RUSSO
PROFESSIONAL LAND SURVEYOR NO. 5050
MILVADO
DATE 08/22/2015

CITY OF BEE CAVE, TEXAS
32.665 ACRE
1,422,902 SQUARE FEET

PAGE 3 OF 3

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL, RD. STE 103
ROUND ROCK, TX 78681
FIRM REGISTRATION NO. 100591-00

07/28/2015

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

Nov 09, 2015 03:31 PM

2015179593

RAMIREZA: \$62.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS