



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, MARCH 21, 2019 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Nathan Killough, Place 3
Vacant, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

5A. General Comments from City Council

6. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form.

In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council.

No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

6A. Remarks from visitors. (Three-minute time limit)

7. **CITY MANAGER COMMENTS:**

- 7A. Presentation of the City Financials for the Month of February as required by the fiscal and budgetary policy. (Michel Sorrell)

8. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 8A. Consideration and possible action approving the amended minutes of the January 17, 2019 Regular City Council Meeting, and the minutes of the March 7, 2019 Regular Council Meeting and the March 9, 2019 City Council Work Session. (Lisa Brown)
- 8B. Consideration and possible action on a resolution approving the proposed Co-Op District Resubdivision of Lots 4, 5 and 6 and a 4.43 Acre Tract Final Plat, 23.3922 acres, more or less, of land, six commercial lots, located on Co Op Boulevard at US 79 West. (Ashley Lumpkin)
- 8C. Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of the HISD Tracts (2), 165.0 acres (65.0 acres and 100.0 acres), more or less, of land located on the east side of FM 1660 North. (Ashley Lumpkin)
- 8D. Consideration and possible action on a resolution approving the proposed Townwest Commons Section Seven Final Plat, 3.8280 acres, more or less, of land, two commercial lots, located on US 79 West at Alliance Boulevard. (Ashley Lumpkin)
- 8E. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Larry J. and Marvel L. Hagood, for 12.4 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8F. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for 113.8312 acres, more or less, of land, located at the intersection of Limmer Loop and the southbound frontage road of SH 130. (Ashley Lumpkin)
- 8G. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for 70.096 acres, more or less, of land, located at the southeast corner of Ed Schmidt Boulevard and Limmer Loop. (Ashley Lumpkin)
- 8H. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for 16.2982 acres, more or less, of land, located at the northeast corner of CR 119 and Limmer Loop. (Ashley Lumpkin)

- 8I. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for 14.1106 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)
- 8J. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judith S. and Doyle E. Hobbs, Jr., for 84.51 acres, more or less, of land, located at the southeast corner of CR 132 and CR 134. (Ashley Lumpkin)
- 8K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for 83.95 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)
- 8L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for 56.935 acres, more or less, of land, located on FM 1660 South.(Ashley Lumpkin)
- 8M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Albert P. Johnson, for 5.0 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 8N. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for 1.54 acres, more or less, of land, located on FM 1660 South.(Ashley Lumpkin)
- 8O. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Cynthia Krueger, for 40.0 acres, more or less, of land, located on FM 3349. (Ashley Lumpkin)
- 8P. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Salvador H. Martinez, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8Q. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William and Frances Albert, for 15.28 acres, more or less, of land, located at the northwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)
- 8R. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist, for 102.73 acres, more or less, of land, located on CR 100 north of Chandler Road. (Ashley Lumpkin)

- 8S. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rick D. Kruger and Brenda Sladek and Timothy R. Kruger, for 100.98 acres, more or less, of land, located on the southeast corner of CR 119 and CR 118. (Ashley Lumpkin)
- 8T. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Paul J. Drosche, for 15.0 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8U. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judith S. Hobbs and Stormi L. Williams, for 9.78 acres, more or less, of land, located on CR 134.(Ashley Lumpkin)
- 8V. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Salvador H. Martinez, for 7.107 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8W. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist, for 8.965 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)
- 8X. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Albert Porter Johnson and Nancy Ann Wendland, for 50.74 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 8Y. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rick D. Kruger, for 1.471 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)
- 8Z. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Iola Sturm, for 62.956 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)
- 8AA. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 6.486 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8BB. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Larry John Matl, for 5.0 acres, more or less, of land, located on FM 3349. (Ashley Lumpkin)
- 8CC. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for 19.81 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

- 8DD. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for 20.0 acres, more or less, of land, located on FM 1660 South.(Ashley Lumpkin)
- 8EE. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 3.51 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8FF. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judy S. and Doyle E. Hobbs, Sr., for 96.287 acres, more or less, of land, located on FM 3349. (Ashley Lumpkin)
- 8GG. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and John T. and Delia R. Myers, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8HH. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael C. Lidell, Trustee of the Michael C. Lidell Revocable Trust and Jon M. Lidell and Lynn R. Lidell, for 106.91 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 8II. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Charles Mervin and Grace E. Walker, for 105.75 acres, more or less, of land, located on CR 133.(Ashley Lumpkin)
- 8JJ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 7.10 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8KK. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judith S. Hobbs and Stormi L. Williams, for 71.73 acres, more or less, of land, located on CR 134.(Ashley Lumpkin)
- 8LL. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for 59.532 acres, more or less, of land, located on CR 130 and Chandler Road. (Ashley Lumpkin)

- 8MM. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Christopher J. and Ashley R. Salisbury, for 4.64 acres, more or less, of land, located at CR 133 and FM 1660 North. (Ashley Lumpkin)
- 8NN. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 3.897 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
800. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Charles V. and Gloria Jaecks, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8PP. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Cynthia Krueger, for 78.35 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 8QQ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for 102.48 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)
- 8RR. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for 4.634 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)
- 8SS. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Howard R. and Brenda Sladek, for 41.260 acres, more or less, of land, located on FM 1660 North.(Ashley Lumpkin)
- 8TT. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elva Rhea Carlson, for 79.0 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 8UU. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mary Dolores Garlick, for 15.427 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 8VV. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Laverne Hagood Trust, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

- 8WW. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist, Rose K. Anderson and Geraldine R. Almquist, for 68.96 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)
- 8XX. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert and Janice H. Smith, for 44.37 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)
- 8YY. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William O. Kirk, for 81.382 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 8ZZ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Emil John Kasper, for 14.413 acres, more or less, of land, located on the northbound frontage road of SH 130 and north of CR 109. (Ashley Lumpkin)

9. **CONSENT AGENDA ITEMS- CONTINUED:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 9A. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernest W. Odom, for 5.95 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 9B. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernest W. Odom, III for 6.0 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 9C. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernest W. Odom, III for 4.0 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)
- 9D. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Byron H. Simiele, for 20.34 acres, more or less, of land, located on the southwest corner of CR 132 and CR 134. (Ashley Lumpkin)
- 9E. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Bigon Implement Company, Inc., for 110.663 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

- 9F. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Bryce Bowerman, for 5.474 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9G. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kelly R. and Sammy D. Buchanan, for 12.225 acres, more or less, of land, located on CR 139.(Ashley Lumpkin)
- 9H. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Bland B. Davis, Jr. and Susan J. Davis, for 20.92 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9I. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jeff Bassett and Geraldine Ivey George, for 13.75 acres, more or less, of land, located on CR 139.(Ashley Lumpkin)
- 9J. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Alex Vacle Gola, Sr., for 23.224 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and John Gola, Jr., for 24.946 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Thomas A. Gola, for 0.8575 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the JC Family Trust, for 19.144 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9N. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Key Family Unified Trust, for 35.09 acres, more or less, of land, located on CR 197. (Ashley Lumpkin)
- 9O. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Key Family Unified Trust, for 24.89 acres, more or less, of land, located on CR 197. (Ashley Lumpkin)

- 9P. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William O. Kirk, for 23.36 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9Q. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and E. Wade and Judy L. McLeod, for 7.31 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9R. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Paul Pratte, for 8.511 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9S. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mary Nell Saul, for 40.78 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)
- 9T. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sonya Saul, for 78.276 acres, more or less, of land, located on CR 198. (Ashley Lumpkin)
- 9U. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 1.03 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9V. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 25.44 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9W. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 33.51 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9X. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kasa Teltow, for 10.08 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9Y. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peter M. and Jody K. Thomsen, for 6.18 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)

- 9Z. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Frank D. and Deanne Tomlinson, for 4.702 acres, more or less, of land, located on West Creekbend Cove. (Ashley Lumpkin)
- 9AA. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Frank D. and Deanne Tomlinson, for 13.2198 acres, more or less, of land, located on West Creekbend Cove. (Ashley Lumpkin)
- 9BB. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Robert G. and Vickie Vitek, for 8.333 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9CC. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Henry H. Vollentine, Jr. and Tracy A. Vollentine, for 21.28 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9DD. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elmer L. and Irene G. Walton, for 30.85 acres, more or less, of land, located on CR 135. (Ashley Lumpkin)
- 9EE. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 29.41 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9FF. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 1.92 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9GG. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 26.41 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9HH. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 0.17 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

- 9II. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Betty B. Warner and the Estate of John D. Warner, for 9.482 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9JJ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Don and Gladys O. Weiss, for 13.895 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9KK. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. and Frances M. Albert, for 1.5 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 9LL. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 131.1196 acres, more or less, of land, located at the northeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)
- 9MM. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 5.85 acres, more or less, of land, located at the northeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)
- 9NN. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 1.24 acres, more or less, of land, located at the southeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)
- 9OO. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 1.47 acres, more or less, of land, located at the southeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)
- 9PP. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Phillip R. and Brenda Bradley, for 8.99 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)
- 9QQ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sam Cardozo, for 20.01 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

- 9RR. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sam Cardozo, for 20.02 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9SS. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Nathaniel Ernest Dibling, for 9.953 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9TT. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Suzanne B. Erickson, for 8.67 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)
- 9UU. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Suzanne B. Erickson, for 1.33 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)
- 9VV. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne R. and Suzanne B. Erickson, for 8.148 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)
- 9WW. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne R. and Suzanne B. Erickson, for 4.14 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)
- 9XX. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Joseph J, Thomas A., Marvin J., Robert E., Patricia Gola Reinhardt and Katherine Ann Gola for 59.70 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9YY. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and New Hope Christian Church, for 7.10 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9ZZ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ryan and Jerri Reed, for 7.82 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)

10. **CONSENT AGENDA ITEMS CONTINUED:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 10A. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 1.33 acres, more or less, of land, located at the southwest corner of Mager Lane and Limmer Loop. (Ashley Lumpkin)
- 10B. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist and Rose K. Anderson and Geraldine R. Almquist, for 56.98 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)
- 10C. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Paul Jeffrey Anderson, for 16.151 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 10D. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Anderson Farms LLP, for 149.0 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 10E. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne B. and Cindy A. Angell, for 20.56 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)
- 10F. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne B. and Cindy A. Angell, for 5.0 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)
- 10G. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Annie M. Barron, for 8.570 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)
- 10H. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Janie R. Barron, for 8.5595 acres, more or less, of land, located on the southwest corner of CR 394 and CR 101. (Ashley Lumpkin)
- 10I. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jeffrey Lynn Barron, for 32.78 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

- 10J. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, for 125.591 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)
- 10K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, Trustee, et al, for 41.667 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)
- 10L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, Trustee, et al, for 11.009 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)
- 10M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 18.095 acres, more or less, of land, located on US 79 East. (Ashley Lumpkin)
- 10N. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 80.97 acres, more or less, of land, located on US 79 East. (Ashley Lumpkin)
- 10O. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 106.855 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 10P. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 41.274 acres, more or less, of land, located on US 79 East. (Ashley Lumpkin)
- 10Q. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and David L. and Helen J. Carson, for 8.39 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 10R. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Carssow Family Partnership LTD, for 79.222 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

- 10S. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Carsow Family Partnership LTD, for 98.58 acres, more or less, of land, located on CR 160. (Ashley Lumpkin)
- 10T. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, for 5.63 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)
- 10U. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, for 4.37 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)
- 10V. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Shawn L. and Vanessa D. Daniels, for 13.26 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10W. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Richard A. and Karen A. Davidson, for 12.483 acres, more or less, of land, located on CR 131.(Ashley Lumpkin)
- 10X. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Lorene and Wayne Decker, for 8.65 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)
- 10Y. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Lorene and Wayne Decker, for 200.921 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)
- 10Z. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and EJDL Investments LP, for 7.405 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 10AA. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and EJDL Investments LP, for 4.41 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

- 10BB. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for 59.34 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)
- 10CC. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for 31.26 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)
- 10DD. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael W. Finn and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for 2.94 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)
- 10EE. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Barbara Jane Graves, for 10.0 acres, more or less, of land, located on Hyview Lane. (Ashley Lumpkin)
- 10FF. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Fritz E. and Betty L. Hodde, for 5.0 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)
- 10GG. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Christopher D. and Jennifer L. Hoffman, for 11.996 acres, more or less, of land, located on Wild Oak Trail. (Ashley Lumpkin)
- 10HH. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rheba Kay Johnson, Trustee of the Rheba Kay Johnson Trust, for 14.99 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)
- 10II. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Roger A. Kiesling, for 11.36 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10JJ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gary D. Klaus, for 1.763 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)
- 10KK. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Klaus Farms LTD, for 11.437 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

- 10LL. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for 10.95 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10MM. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for 10.48 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10NN. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for 12.42 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10OO. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Timothy R. and Susan L. Kruger, for 6.16 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10PP. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Cruz C. Lara, Jr. and Julie Lara, for 11.35 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10QQ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Russell D. and Lisa Lewis, for 10.009 acres, more or less, of land, located on Hyview Lane. (Ashley Lumpkin)
- 10RR. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sam J. McFarlin, for 98.90 acres, more or less, of land, located at the southwest corner of CR 160 AND CR 101. (Ashley Lumpkin)
- 10SS. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rachele Misiti and Robert P. Wheeler, II, for 9.73 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 10TT. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Francisco Montalvo, for 11.266 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)
- 10UU. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Alma Mota, for 4.50 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)

- 10VV. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Joel D. and Hallie F. Coombs, for 20.83 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10WW. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael W. and Cynthia A. Eckert, for 5.96 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10XX. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael W. and Cynthia A. Eckert, for 4.04 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 10YY. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Stephen and Donna L. Klepzig, for 38.55 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)
- 10ZZ. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernie W. Laurence, Sr. and Georgette Laurence, for 22.8427 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

11. **CONSENT AGENDA ITEMS CONTINUED:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 11A. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Javier and Irma Ortega, for 4.50 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)
- 11B. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Neal Allan and Heather Nicole Patschke, for 5.68 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)
- 11C. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Reuben L. Patschke, for 5.0 acres, more or less, of land, located at the southeast corner of CR 394 and CR 133. (Ashley Lumpkin)

- 11D. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Reuben L. Patschke, for 3.20 acres, more or less, of land, located at the southeast corner of CR 394 and CR 133. (Ashley Lumpkin)
- 11E. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Federico and Rosalina Perez, for 22.85 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 11F. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Barbara Piccinni, for 6.27 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)
- 11G. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kari Raesz, for 10.944 acres, more or less, of land, located at the southwest corner of CR 101 and CR 160. (Ashley Lumpkin)
- 11H. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Juneva W. Randig, for 96.0 acres, more or less, of land, located at the northwest corner of CR 101 and CR 160. (Ashley Lumpkin)
- 11I. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Robert L. Randig, for 10.0 acres, more or less, of land, located on CR 160. (Ashley Lumpkin)
- 11J. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kevin P. and Joyce M. Repa, for 12.82 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 11K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gustavo and Irene Sandoval, for 12.28 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 11L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 6.0 acres, more or less, of land, located on Scurlock Farms Road. (Ashley Lumpkin)
- 11M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 34.552 acres, more or less, of land, located on Scurlock Farms Road. (Ashley Lumpkin)

- 11N. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 45.613 acres, more or less, of land, located on CR 130. (Ashley Lumpkin)
- 11O. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 58.81 acres, more or less, of land, located on Scurlock Farms Road. (Ashley Lumpkin)
- 11P. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sheron Ann Thweatt Scurlock, Trustee, for 20.03 acres, more or less, of land, located on CR 130. (Ashley Lumpkin)
- 11Q. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gary O. and Donna K. Sills, for 11.18 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)
- 11R. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Barry W. and Denise Y. Taylor, for 10.72 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)
- 11S. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Aaron and Brenda Thomison, for 52.62 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 11T. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Clara Urban, for 9.85 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)
- 11U. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jim and Darlena Walker, for 10.0 acres, more or less, of land, located on Hyview Lane. (Ashley Lumpkin)
- 11V. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kellie Christine Warren, for 10.0 acres, more or less, of land, located on CR 131. (Ashley Lumpkin)

- 11W. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Don L. and Gladys O. Weiss, for 10.0 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)
- 11X. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Morgan R. and Teresa Wendland, for 1.54 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 11Y. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Morgan R. Wendland, for 71.37 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)
- 11Z. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Melanie K. and Joe B. Worsham, II, for 8.393 acres, more or less, of land, located on Courtnees Way.(Ashley Lumpkin)
- 11AA. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Heath B. and Janet C. Nuckolls, for 20.024 acres, more or less, of land, located on CR 130. (Ashley Lumpkin)
- 11BB. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Matthew R. Warden, for 6.65 acres, more or less, of land, located on Gabriel Meadows Drive.(Ashley Lumpkin)
- 11CC. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Matthew R. Warden, for 8.0 acres, more or less, of land, located on Gabriel Meadows Drive.(Ashley Lumpkin)

REGULAR AGENDA ITEMS

12. ORDINANCES:

- 12A. Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of CIP projects, the inclusion of special events, the purchase of capital equipment, the recording of additional revenue, and other miscellaneous adjustments. (Michel Sorrell)

13. RESOLUTIONS:

- 13A. Consideration and possible action on a resolution to accept the 2017-2018 Comprehensive Annual Financial Reports and Audit (Michel Sorrell)
- 13B. Consideration and possible action on a resolution adopting a revised investment policy. (Michel Sorrell)
- 13C. Consideration and possible action on a resolution amending the Fiscal and Budgetary Policy. (Michel Sorrell)
- 13D. Reconsideration and possible action on a resolution authorizing the City Manager to execute an agreement with Burditt Consultants LLC for professional services related to the Proposition C Bond park projects. (Eliska Padilla)

14. **OTHER BUSINESS:**

- 14A. Consideration of and possible appointments to City Boards and Commissions. (Lisa Brown)
- 14B. Discussion regarding rescheduling the July 4, 2019 City Council meeting.

15. **EXECUTIVE SESSION:**

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

- 15A. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations, to discuss negotiations surrounding Project Expansion, and P4 Development, LLC.

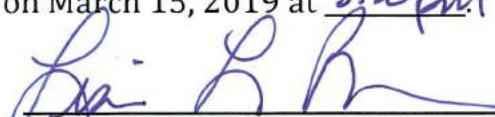
16. **ACTION RELATIVE TO EXECUTIVE SESSION:**

- 16A. Consideration and possible action regarding Project Expansion.
- 16B. Consideration and possible action concerning a P4 Development, LLC.

17. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the March 21, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on March 15, 2019 at 3:30 pm



Lisa L. Brown, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lisa.brown@huttotx.gov for assistance.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7A.

AGENDA DATE: March 21, 2019

PRESENTED BY: Edena Atmore, Assistant City Manager

ITEM:

Presentation of the City Financials for the Month of February as required by the fiscal and budgetary policy. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

Financials for the month of February 2019 consisting of the Balance Sheets, Income Statements, and Fund Balances. The purpose is to inform the Council and public of the City's fiscal stewardship.

BUDGETARY AND FINANCIAL SUMMARY:

Overall activity is in line with expectations.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8A.

AGENDA DATE: March 21, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration and possible action approving the amended minutes of the January 17, 2019 Regular City Council Meeting, and the minutes of the March 7, 2019 Regular Council Meeting and the March 9, 2019 City Council Work Session. (Lisa Brown)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the March 7, 2019 Regular City Council Meeting and the March 9, 2019 City Council Work Session. Additionally, an amended was made to the minutes from the January 17, 2019 Regular Council meeting.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Minutes - March 7, 2018](#)
2. [Minutes - March 9, 2019](#)
3. [Minutes - January 17, 2019](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:**Fiscal Review Signature:**



**CITY COUNCIL
MEETING MINUTES
MARCH 7, 2019**

The Hutto City Council met in a regular session on Thursday, March 7, 2019, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Patti Turner and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager; Edena Atmore, Assistant City Manager; Byron Frankland, Chief of Police; Michel Sorrel, Chief Financial Officer; Ashley Lumpkin, Executive Director Business Development, Jessica Bullock, Director of Economic Development; Reena O'Brien, Director of Communications; Eliska Padilla, Executive Director of Communications and Marketing; MD Hossain, city Engineer; Bill Bingham, City Attorney; Mike Shaunessy, City Attorney and Lisa Brown, City Secretary.

INVOCATION

The invocation was given by Pastor Bobby Pruitt – Hutto Bible Church.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

CITY COUNCIL COMMENTS

There were no comments by Council

PUBLIC COMMENT

There was no public comment.

Motion: - Councilmember Nate Killough made a motion to move Item 10B before Item 7A. Councilmember Patti Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Council recessed to Executive Session at 7:03 p.m. to discuss the following:

EXECUTIVE SESSION

10B. Executive Session, as authorized by Texas Government Code Section 551.087, Consultation with Attorney, regarding potential litigation involving the police department, and default by CRU Construction.

Council reconvened at 7:35 p.m. No action was taken in Executive Session.

CONSENT AGENDA

- 7A. Consideration and possible action approving the minutes of the February 21, 2019 Regular City Council Meeting.
- 7B. Consideration and possible action on a resolution authorizing the City Manager to execute a purchase agreement with Associated Supply Company, Inc. for the purchase of a Motor Grader.

Motion: Councilmember Killough made a motion to accept the items on the Consent Agenda as presented. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

REGULAR AGENDA ITEMS

ORDINANCES

- 8A. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2018-2019 Budget to reflect organizational changes, revision and addition of

CIP projects, the inclusion of special events, the purchase of capital equipment, the recording of additional revenue, and other miscellaneous adjustments.

Michel Sorrell, Chief Financial Officer, reviewed the need for increases and adjustments in various areas of the budget to include necessary funds for items like special events, salaries, purchase of equipment, etc.

Motion: Mayor Pro-tem Hines made a motion to accept the first reading of the ordinance. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

OTHER BUSINESS

9A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations.

There were no appointments.

9B. Consideration of and possible action concerning Charter regulations.

Councilmember Terri Grimm recused herself from the discussion because the matter to be discussed was directly related to her previous actions. Mrs. Grimm retires from Council Chambers.

Mike Shaunessy, City Attorney, addressed the Council and the Charter provision that states all Council members shall vote unless they recuse themselves and state a reason for the recusal. He stated that there is an assertion that Councilwoman Grimm violated the Charter when she did not vote on an issue on February 7, 2019, nor recuse herself. The Charter does not provide an option for not voting if you are not ready. Councilwoman Grimm wanted to bring this issue to the Council for a decision on how to handle the matter because she technically violated the Charter.

The Charter does not provide an express consequence for abstaining instead of voting. Nothing in the Charter directs how the matter should be handled. The penalties provided in the Charter do not apply in this instance.

The question at hand is: does the Council need to take any action for the technical violation created when Councilwoman Grimm failed to vote.

Councilmember Killough wanted to know what does the Council need to do to the Charter to provide the option for a Councilmember to abstain on a vote. – Shaunessy recommended that this issue be addressed at the next Charter review in 2021.

In the last revision of the Charter there were a list of prohibited activities included in 13.09(a) and the consequences are listed in 13.09(b); however, that section refers to a completely different section that is not relevant.

Mayor Pro-tem Hines recommended that the next work session the city attorney review this particular section with the Council and after the election if when there are new Council members.

Councilmember Killough wanted to make a motion to revisit the item awarding the contract to Burditt.

Councilmember Scott Rose commented that all of this came under scrutiny when there was talk about comparing her minor violation against a former Council member's violation which was an ineligibility. It's like comparing apples to oranges. He believes Mrs. Grimm had no intent of violating the Charter. She felt at the time she was making the right decision at the time.

Councilmember Killough wanted to bring the item in question back for further consideration to give Mrs. Grimm an opportunity to review the information and make a vote.

Bill Bingham suggested a motion could be made to bring the item back at a future Council meeting for further consideration.

Motion: Councilmember Killough made a motion to bring back Item 10B from the February 7, 2019 for further consideration. Councilwoman Turner seconded the motion.

Vote:

Ayes	Mayor Doug Gaul Council Member Nate Killough Councilmember Patti Turner
Nays	Mayor Pro-tem Tom Hines Councilmember Scott Rose
Absent	Councilmember Terri Grimm

Action: The motion passed 3 ayes, and 2 nays

Councilwoman Grimm rejoined the meeting.

9C. Consideration of and possible action concerning Council Protocol.

Councilmember Scott Rose recommended that all newly elected Council members be required to attend the Texas Municipal League training for new Council members and the Council protocol should be amended to make it mandatory.

Motion: Councilmember Rose made a motion to amend the Council Protocol to require newly elected members to attend Texas Municipal League training. Councilmember Killough seconded the motion

Vote:

Ayes	Mayor Doug Gaul Councilmember Scott Rose Council Member Nate Killough Councilmember Patti Turner
Nays	Mayor Pro-tem Tom Hines Councilmember Terri Grimm

Action: The motion passed 4 ayes, and 2 nays

The Council recessed to executive session at 8:08 p.m. and reconvened at 9:27 p.m.

ACTION RELATIVE TO EXECUTIVE SESSION

11A. Consideration and possible action regarding Amphitheater Construction.

No action was taken in Executive Session.

Motion: Councilmember Rose made a motion authorizing the City Manager to enter into a contract regarding the amphitheater construction not to exceed \$4,000,000.00. Councilmember Killough seconded the motion.

Vote:

Ayes	Mayor Doug Gaul Mayor Pro-tem Tom Hines Councilmember Scott Rose Council Member Nate Killough Councilmember Patti Turner Councilmember Terri Grimm
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Action: The motion passed 6 ayes, and 0 nays

Mayor Gaul stated that it was important to note that the construction being approved is for 1,000 parking spaces.

11B. Consideration and possible action regarding default by CRU Construction.

Motion: Councilmember Killough made a motion that due to the default by the contractor on the Innovation Business Park project for infrastructure improvements, the City Manager is authorized to enter into a new contract to complete the project provided that only funds approved by the City Council for the existing project be utilized. Councilmember Grimm seconded the motion

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

11C. Consideration and possible action regarding Titan Development Agreement.

No action.

11D. Consideration and possible action regarding Amphitheater Management.

Motion: Councilmember Killough made a motion to authorize the City Manager to negotiate and enter into an amphitheater management agreement. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 9:30 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary



**CITY COUNCIL WORK SESSION
MEETING MINUTES
MARCH 9, 2019**

The Hutto City Council met in a regular session on Saturday, March 9, 2019, in the Executive Board Room, City Hall, 500 W. Live Oak, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 8:45 a.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Patti Turner and Councilmember Terri Grimm.

Members of staff that were present included: Odis Jones, City Manager; Edena Atmore, Assistant City Manager; Byron Frankland, Chief of Police; Michel Sorrell, Chief Financial Officer; Ashley Lumpkin, Executive Director Business Development, Jessica Bullock, Director of Economic Development; Eliska Padilla, Executive Director of Communications and Marketing; Scot Stromsness, Executive Director of Community Services; Allison Hosgood, Executive Director of Human Resources and Organizational Development and Lisa Brown, City Secretary.

WORK SESSION

3A. Discussion regarding the draft Hutto Strategic Plan and Execution Guide.

Jason Gray with JD Gray Group, LLC presented on the Strategic Plan and Execution Guide for 2020. The agenda included a progress update, an overview of the strategic perspectives, a discussion of roles for implementation, and an overview of new goals.

Staff and Council participated in a facilitated exercise by Mr. Gray discussing each of the strategic focus areas. Those included: Well Balanced & Diversified Economy, Public Safety, Fiscal Responsibility, Quality of Life and Service, and Infrastructure and Growth.

The meeting concluded with a discussion of the current goals and suggestions for new goals.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 12:38 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary



**AMENDED CITY COUNCIL
MEETING MINUTES
JANUARY 17, 2019**

The Hutto City Council met in a regular session on Thursday, January 17, 2019, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Patti Turner; Councilmember Terri Grimm; and, Councilmember Nathan Killough.

Members of staff that were present were Odis Jones, City Manager; Helen Ramirez, Assistant City Manager; Edena Atmore, Assistant City Manager; Bill Bingham, City Attorney, Paul Hall, Assistant Chief of Police; Matt Rector, Executive Director of Public Works and Engineering; Ashby Grundman, Director of City Planning; Michel Sorrel, Chief Financial Officer; Ashley Lumpkin, Executive Director Business Development, Jessica Bullock, Director of Economic Development; Eliska Padilla, Executive Director of Communications; Tony Host, Director of Public Works; Lisa Brown, City Secretary; and, Lynn Trumbul, Senior Assistant City Secretary.

INVOCATION

The invocation was given by Pastor Johnny Brower – Hutto Discovery UMC

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

CITY COUNCIL COMMENTS

- *Councilmember Grimm wanted to thank the Streets and Drainage department for helping the kids and crossing guards around Howard Norman Elementary while the City was repairing/replacing sidewalks. She stated they went above and beyond normal duties.*
- *Councilmember Turner asked the City Attorney, Bill Bingham, about the CDC's employment of former council member Tim Jordan, and for an explanation regarding the legality of his employment by the Corporation. Bill Bingham responded with an explanation of*
- *Mayor Pro-tem Hines wanted to mention Lealco's application for a permit for an open air station. He mentioned the TCEQ Public Hearing held on January 22, 2019 at*

7:00 p.m. in Round Rock, and encouraged the citizens to attend the hearing and make their voices heard.

PUBLIC COMMENT

There were no public comments.

Mayor Gaul announced that the Council would like to move Items 12A and 13A before Item 7A at which point Councilmember Grimm asked if a motion needed to be made in order to move the agenda items. Mayor Gaul then called for a motion

Motion: Councilmember Grimm made a motion to move Items 12A and 13A before Item 7 A. Councilmember Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

The Council recessed to Executive Session at 7:08 p.m.

EXECUTIVE SESSION

12A. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations regarding Project Wire.

The Council reconvened at 7:20 p.m.

No action was taken in Executive Session.

ACTION RELATIVE TO EXECUTIVE SESSION

13A. Consideration and possible action regarding Project Wire.

Motion: Councilmember Killough made a motion to authorize the City Manager to execute a development agreement as well as a Chapter 380 Agreement with regard to Project Wire. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

7A. Presentation announcing the company for Project Wire.

Jessica Bullock, Director of Economic Development, announced the company for Project Wire, BryComm. Bullock introduced Cory Brymer, CEO, who gave a presentation about BryComm and its arrival in Hutto at Titan Innovation Business Park.

Councilmember Grimm asked what color hippo Brymer would choose. Brymer stated that he was not sure just yet.

Mayor Gaul stated he was looking forward to seeing BryComm arrive in Hutto.

Council entered in a brief recess at 7:38 p.m.

Council reconvened at 7:40 p.m.

7B. Discussion and possible action on Parks Advisory Board recommendations for parks improvements.

Scott Stromsness discussed the Parks Advisory Board's recommendations for parks improvements to the Council, along with Kelly Gaydos, Parks Advisory Board Chair.

7C. Presentation of economic development results from ICSC conference.

Jessica Bullock discussed her attendance at the International Council of Shopping Centers. The City of Hutto met with over 200 people that stopped by our location. Out of those 200, 69 direct contacts were received as well as 19 projects to follow up with, and at least 5 confirmed site visits. In addition to the contacts made and site visits secured, staff also positively promoted Hutto as a destination and highlighted the quality of life.

Odis Jones noted the expected increase of sit-down restaurants in Hutto.

7D. Update on Co-Op development.

Bob Wunsch provided an update on the Co-Op Development and presented a conceptual site plan.

Councilwoman Patti Turner commented that the design was very inventive.

Mayor Gaul asked if they could fix the fence on Highway 79.

7E. Presentation of the City Financials for the Month of December as required by the fiscal and budgetary policy.

Edena Atmore, Assistant City Manager, presented the monthly financials for December 2018.

Councilmember Grimm asked about citizen relief in the utility area.

Odis Jones, City Manager, stated that as the City grows and we get more customers, at that time, the City will be in a position to lower rates.

Councilmember Killough referenced a committed TIRZ for \$2,000,000.00, and they are working on a second.

CONSENT AGENDA

- 8A. Consideration and possible action approving the minutes of the January 3, 2019 Regular City Council Meeting.
- 8B. Consideration and possible action on a resolution approving the proposed Star Ranch Commercial Lots 3A, 3B and 3C, Block B Final Plat, 2.562 acres, more or less, of land, 3 commercial lots, located on Muirfield Bend drive at Klattenhoff Lane.
- 8C. Consideration and possible action on a resolution approving the proposed Townwest Commons Section Seven Preliminary Plat, 3.8280 acres, more or less, of land, 2 commercial lots, located on US Highway 79 West at Alliance Boulevard.
- 8D. Consideration and possible action on the second and final reading of an ordinance approving a specific use permit for the property located at 151 West Austin Avenue, 0.56 acres, more or less, of land, Lot 1 of the Austin Avenue Commercial Subdivision, allowing a warehouse and distribution facility in the SD-A zoning district.
- 8E. Consideration and possible action on the second and final reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 10 Section 10.406.7: Industrial Building Design and Section 10.407.5: Required Landscaping.

Motion: Councilmember Killough made a motion to accept Agenda Items 8A-8E. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

REGULAR AGENDA ITEMS

ORDINANCES

- 9A. Consideration and possible action on the second reading of an ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for Cross Creek Public Improvement District; making a finding of Special Benefit to the Property in the District; levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the special assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing and effective date.

City Attorney, Bill Bingham, explained that this was a second reading of an ordinance that sets up the financing for the Cross Creek PID, and that nothing has changed.

Motion: Mayor Pro-tem Hines made a motion accept the second reading of an ordinance. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

- 9B. Consideration and possible action of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas General Obligation Bonds, Series 2019; authorizing the levy of an ad valorem tax in support of said bonds; approving an official statement, the form of a paying agent/registrar agreement and related agreements; establishing procedures for selling and delivering of one or more series of bonds; and other matters relating to the issuance of the bonds.

Odis Jones advised the Mayor that this ordinance allows the City to move forward with the design and with the low-hanging fruit opportunities for the community. He further noted that it gets the bond process moving forward.

Mayor Gaul said it was important to note that this does not issue all the bond monies that were approved. Only \$25,000,000.00 would be issued at this time.

Mayor Pro-tem Hines asked if this would include the road improvements. Yes.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

RESOLUTIONS

10A. Consideration and possible action on a resolution ordering the May 4, 2019 General Election for the purpose of electing City Council, Place 3, City Council, Place 6 and Mayor.

Lisa Brown, City Secretary, presented a resolution regarding the upcoming election on May 4, 2019.

She noted that with the resignation of Tim Jordan, it did not allow enough time to amend the agenda to include his seat. Therefore, the City will call for a special election for that place.

Councilmember Turner noted a needed correction to the Item on the Agenda.

Lisa Brown noted that the resolution prevented has the correct date of May 4, 2019, but the agenda item was incorrect.

Motion: Mayor Pro-tem Hines made a motion to approve the resolution as written. Councilmember Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10B. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with HNTB Corporation for the engineering services related to the improvements to the intersection at FM 1660 N and Limmer Loop, FM 1660 N and US 79, FM 1660 and US 79/Front Street, pedestrian grade separation crossing of US 79 near the Co-Op, and the traffic grade separation of US 79 east of Cottonwood Creek.

Matt Rector presented the master service agreement with HNTB who are very well-known, and have worked with the City and County previously. He further explained that master service agreements work with not-to-exceed amounts. The City will finalize cost estimates.

Mayor Pro-tem Hines asked if Matt Rector could explain how the selection process works.

Matt Rector explained that HNTB Corporation was a very qualified firm.

Councilmember Turner asked for clarification on the location of the under-over pass.

Odis Jones explained the appropriate spot for the overpass. The hope is that the location will end up being close to Hwy 132.

Councilmember Grimm noted the importance Councilmember Turner's clarification as there was an uproar caused by a change in location on a previous project.

Motion: Councilmember Rose made a motion to approve the resolution as written. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10C. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Hejl, Lee & Associates Inc. for the engineering services related to the improvements to the Cottonwood Creek, Old Town Streets, CR 137, and certain Legends of Hutto Drainage facilities.

Matt Rector noted that this is a repeat of what was just discussed, except this would be a separate master services agreement with Hejl, Lee & Associates, Inc. for improvements to the referenced areas.

Odis Jones stated the City's overall strategy would be to leverage those dollars with private funds.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough

Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10D. Consideration and possible action on a resolution regarding Cross Creek Public Improvement District (Meritage Homes) approving certain agreements including an interlocal agreement, continuing disclosure agreement, landowner agreement and Public Finance Authority consent letter and further approving certain actions by the River Creek Development Corporation.

Bill Bingham explained the resolution and opened up the floor to any questions.

Elliot Jones of Meritage Homes spoke to the significant drainage improvements and wastewater improvements.

Odis Jones mentioned that Meritage Homes' involvement in the City's development project and its work with Little Ebenezer Baptist Church. He further noted that Meritage has offered to work with the TIRZ Board on project expansion.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10E. Consider adoption of a resolution approving the Hutto Economic Development Corporation Type A "resolution authorizing Hutto Economic Development Corporation Type A Revenue Bond (Peripheral Investments, L.P. Project), Series 2019; the execution of an indenture of trust, a loan agreement and a purchase letter; and other matters in connection therewith."

Bill Bingham explained the resolution and opened up the floor to questions.

Councilmember Grimm asked what the vote was for this resolution by the EDC Type A Board. Unanimous.

Odis Jones acknowledged Dan Thornton who was in the audience as Secretary of the Economic Development Corporation.

Councilmember Rose, as a board member of the EDC, spoke to the board's discussion making sure that the City and the EDC were free and clear.

Helen, Ramirez, Assistant City Manager, presented a rendering of the plans for the project.

Motion: Mayor Pro-tem Hines made a motion to approve the resolution as written. Councilmember Killough the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

OTHER BUSINESS

11A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations.

Motion: Councilmember Rose made a motion to nominate Brian Dempsey to the Zoning Board of Adjustments. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

Council recessed to Executive Session at 8:32 p.m.

EXECUTIVE SESSION

12B. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations regarding JRS Company, Inc.

12C. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations regarding Project Expansion.

No action was taken in Executive Session.

Council reconvened at 9:13 p.m.

ACTION RELATIVE TO EXECUTIVE SESSION

13B. Consideration and possible action regarding JRS Company, Inc.

Motion: Mayor Pro-tem Hines made a motion to approve a Chapter 380 agreement. Councilmember Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays.

13C. Consideration and possible action regarding Project Expansion.

Motion: Councilmember Grimm made a motion to **negotiate** and execute certain agreements regarding Project Expansion. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 9:16 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

8B.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed Co-Op District Resubdivision of Lots 4, 5 and 6 and a 4.43 Acre Tract Final Plat, 23.3922 acres, more or less, of land, six commercial lots, located on Co Op Boulevard at US 79 West. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Final Plat of Co-Op District Resubdivision of Lots 4, 5 & 6 and Final Plat of a 4.43 Acre Tract. The plat includes 6 commercial lots, and is located on 23.3922 acres. The property is zoned PUD (Planned Unit Development) with a base zoning of General Commercial (B-2) and Local Business (B-1).

Lot Table

Lot Number	Acre(s)	Square Feet
4A	4.0956	178,406
4B	1.3923	60,646
5A	0.5160	22,475
6A	12.4036	540,299
8	0.6533	28,456
9	3.8658	168,393
R.O.W.	0.4656	20,283
Total	23.3922	1,018,958

Utilities

Water and wastewater service will be provided by City of Hutto.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

On March 14, 2019. As the Planning and Zoning Commission recommended approval unanimously. , staff recommends that the City Council approve of the Final Plat per Section 212.005 of the Texas Local Government Code.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the resolution for the Final Plat per Section 212.005 of the Texas Local Government Code.

SUPPORTING MATERIAL:

1. Resolution - Co-Op District Resubdivision of Lots 4, 5 and 6 Final Plat

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "CO-OP DISTRICT RESUBDIVISION OF LOTS 4, 5 AND 6 AND FINAL PLAT OF A 4.43 ACRE TRACT FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council hereby approves the resolution for the plat known as "Co-Op District Resubdivision of Lots 4, 5 and 6 and Final Plat of a 4.43 Acre Tract Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary



EXCHANGE BOULEVARD
(R.O.W. VARIES)

BLOCK A
HUTTO SQUARE
COMMERCIAL LOTS
CAB. Z, SLD. 281-282
P.R.W.C.T.

LOT 24

CALLLED 4.43 ACRES
OWNER: WILLIAMSON COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

REMAINDER
OF LOT 23

LOT 1

WEST LIVE
OAK STREET
(R.O.W. VARIES)

LOT 7

WEST PECAN STREET
(R.O.W. VARIES)

LOT 6

FINAL PLAT OF THE
CO-OP DISTRICT
DOC. NO. 2018038896
O.P.R.W.C.T.

LOT 3

LOT 2

W. LIVE OAK
STREET (50' R.O.W.)

PECAN STREET
(R.O.W. VARIES)

LOT 4

LOT 5

WEST STREET (80' R.O.W.)

FARLEY
STREET
(80' R.O.W.)

CO-OP BOULEVARD
(R.O.W. VARIES)

US. HIGHWAY 79
(R.O.W. VARIES)

Received 2/11/19



**RESUBDIVISION OF
LOTS 4, 5 & 6 OF THE
CO-OP DISTRICT
AND FINAL PLAT OF A
4.43 ACRE TRACT**

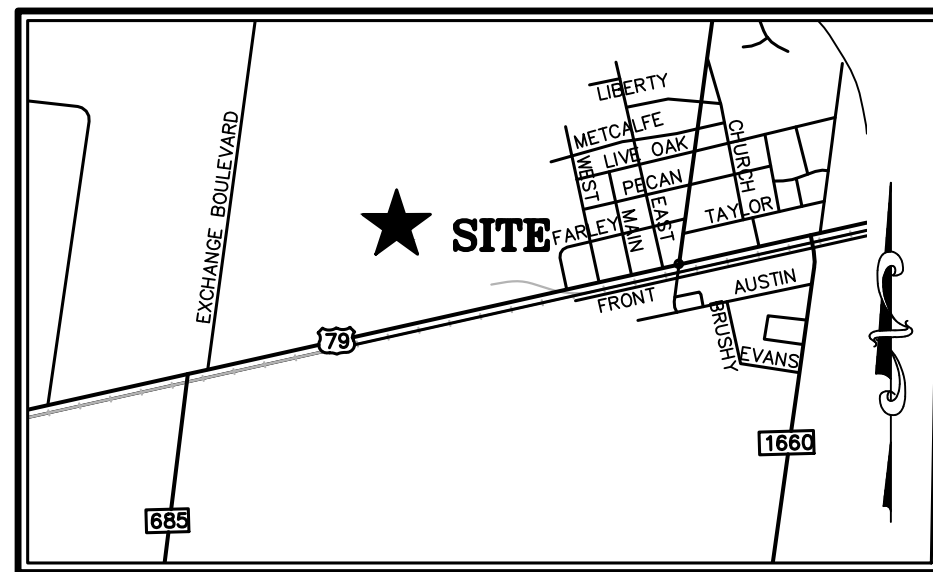


PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	2/7/2019
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 6

VICINITY MAP

SCALE: 1" = 2000'



OWNERS:

420 US 79, LTD.
10095 US 290 EAST
MANOR, TEXAS 78653

WILLIAMSON COUNTY
301 S.E. INNER LOOP #109
GEORGETOWN, TX 78626

ACREAGE: 23.3922

PATENT SURVEY: NATHANIEL EDWARDS
SURVEY NO. 21, ABSTRACT NO. 225, AND
WILLIAM J. BROWN SURVEY NO. 22,
ABSTRACT NO. 105

NUMBER OF LOTS: 6

ENGINEER:

LANDDEV CONSULTING
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TEXAS 78735

SURVEYOR:

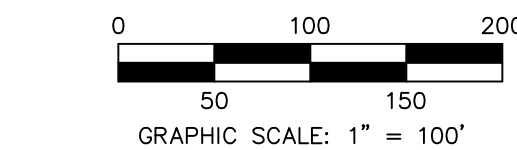
4WARD LAND SURVEYING
2201 WOODWARD STREET,
SUITE 2201
AUSTIN, TEXAS 78745

ACREAGE TABLE

LOT #	ACRE(S)	SQ. FT.
4A	4.0956	178,406
4B	1.3923	60,646
5A	0.5160	22,475
6A	12.4036	540,299
8	0.6533	28,456
9	3.8658	168,393
R.O.W.	0.4656	20,283
TOTAL	23.3922	1,018,958

LEGEND

—	PROPERTY LINE
○	EXISTING PROPERTY LINES
●	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
●	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
●	TXDOT TYPE II BRASS DISC FOUND
△	CALCULATED POINT
□	1/2" IRON ROD WITH "CITY OF HUTTO - PROPERTY CORNER" ALUMINUM CAP FOUND
△	SURVEY CONTROL POINT
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER PLAT DOC. NO. 2018038896
[.....]	RECORD INFORMATION PER TX DOT R.O.W. MAP



[A]

FINAL PLAT OF
THE CO-OP DISTRICT
DOC. NO. 2018038896
O.P.R.W.C.T.

[B]

PORTION OF LOT 5
LEROY CAST
VOL. 1159, PG. 563
D.R.W.C.T.

[C]

CALLED 0.13 ACRE
PART OF LOTS 5 AND 6
BLOCK 8, I&GN RAILROAD ADDITION
OWNER: JASPAS PROPERTIES, LLC
DOC. NO. 2008077220
O.P.R.W.C.T.

[D]

CALLED 0.083 ACRE
OWNER: REDBUD INVESTMENTS, L.P.
DOC. NO. 2008089744
O.P.R.W.C.T.

[E]

LOTS 10 AND 11 BLOCK 1 OF THE
RAILROAD ADDITION TO THE TOWN
OF HUTTO
OWNER: RUDOLFO J. ZAVALA, AND
WIFE YSABEL C. ZAVALA
VOL. 612, PG. 891, D.R.W.C.T.

[F]

BLOCK 1, AMENDED PLAT OF
LOTS 1 THROUGH 9, INCLUSIVE,
AND LOTS 12, 13 AND 14, AND
THE 17-FOOT ALLEY IN BLOCK 1
OF I&GN RAILROAD ADDITION
ORIGINAL CITY OF HUTTO
CAB. EE, SLD. 293, P.R.W.C.T.

[G]

LOT 1A, BLOCK 9
RAILROAD ADDITION
LOTS 1-4, 5 (S/PT)
AND 7, BLOCK 9 AMENDED PLAT
DOC. NO. 2015080695
O.P.R.W.C.T.

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL
ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED
TO SURFACE USING A COMBINED SCALE FACTOR OF
1.000117952327.

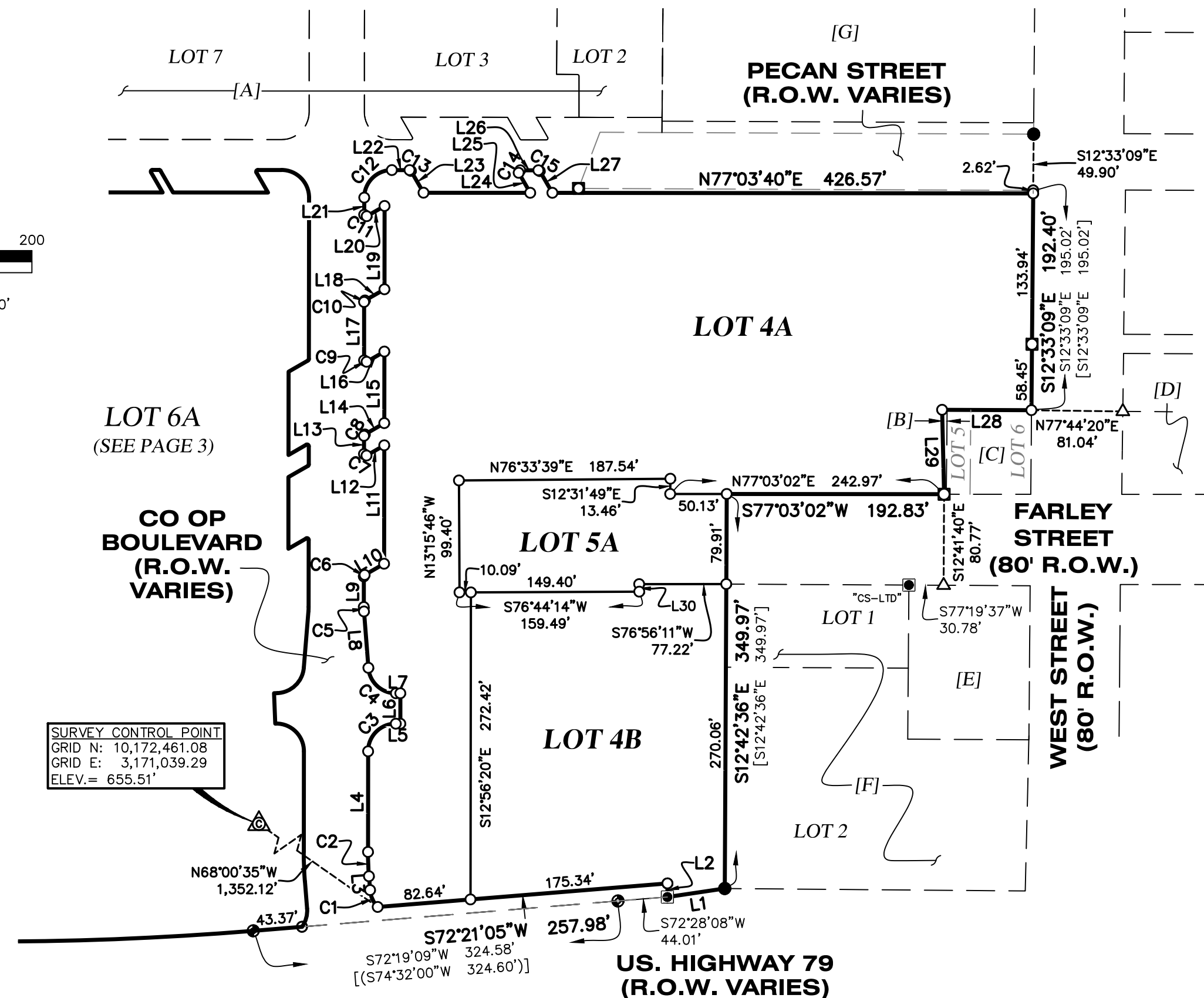
SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS
BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL"
CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN
HEREON WERE DERIVED FROM GPS STATIC
OBSERVATIONS ON JULY 24, 2017, (NAVD 88)
PROCESSED BY O.P.U.S., 4WARD CONTROL POINT WAS
CHECKED TO LCRA MONUMENT CS01, HAVING A
PUBLISHED GRID COORDINATE & (NAVD 88, GEOID 03
ELEVATION OF) N 10175029.3595, E 3169445.5793,
ELEV. 678.7542'.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL
NO.48491C 0520E, WILLIAMSON COUNTY, TEXAS DATED
SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE
PROPERTY AND/OR THE STRUCTURES THEREON WILL
BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS
FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON
THE PART OF THE SURVEYOR.



LINE #	DIRECTION	LENGTH
L1	S68°32'09"W	51.41'
L2	N12°36'07"W	12.05'
L3	N17°30'00"W	12.27'
L4	N12°56'20"W	89.26'
L5	N77°03'40"E	4.00'
L6	N12°56'20"W	27.00'
L7	S77°03'40"W	3.92'
L8	N17°30'46"W	50.16'
L9	N12°56'20"W	27.14'
L10	N47°03'40"E	19.92'
L11	N12°56'20"W	105.08'
L12	S47°03'40"W	18.19'
L13	N12°56'20"W	16.17'
L14	N47°03'40"E	19.92'
L15	N12°56'20"W	63.51'

LINE #	DIRECTION	LENGTH
L16	S47°03'40"W	18.19'
L17	N12°56'20"W	51.81'
L18	N47°03'40"E	19.92'
L19	N12°56'20"W	73.90'
L20	S47°03'40"W	18.19'
L21	N12°56'20"W	15.17'
L22	N77°03'40"E	15.64'
L23	S42°56'20"E	22.29'
L24	N77°03'40"E	94.69'
L25	N42°56'20"W	20.50'
L26	N77°03'40"E	16.17'
L27	S42°56'20"E	22.23'
L28	S77°14'55"W	79.26'
L29	S14°18'53"E	74.85'
L30	S13°03'53"E	6.60'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	16.80'	25.00'	38°30'30"	N37°09'48"W	16.49'
C2	21.61'	271.50'	4°33'40"	N15°13'10"W	21.61'
C3	38.48'	24.50'	90°00'00"	N32°03'40"E	34.65'
C4	36.53'	24.50'	85°25'34"	N60°13'33"W	33.24'
C5	3.95'	49.50'	4°34'26"	N15°13'33"W	3.95'
C6	1.57'	1.50'	60°00'00"	N17°03'40"E	1.50'
C7	3.14'	1.50'	120°00'00"	N72°56'20"W	2.60'
C8	1.57'	1.50'	60°00'00"	N17°03'40"E	1.50'
C9	3.14'	1.50'	120°00'00"	N72°56'20"W	2.60'
C10	1.57'	1.50'	60°00'00"	N17°03'40"E	1.50'
C11	3.14'	1.50'	120°00'00"	N72°56'20"W	2.60'
C12	38.48'	24.50'	90°00'00"	N32°03'40"E	34.65'
C13	1.57'	1.50'	60°00'00"	S72°56'20"E	1.50'
C14	3.14'	1.50'	120°00'00"	N17°03'40"E	2.60'
C15	1.57'	1.50'	60°00'00"	S72°56'20"E	1.50'

Received 2/11/19

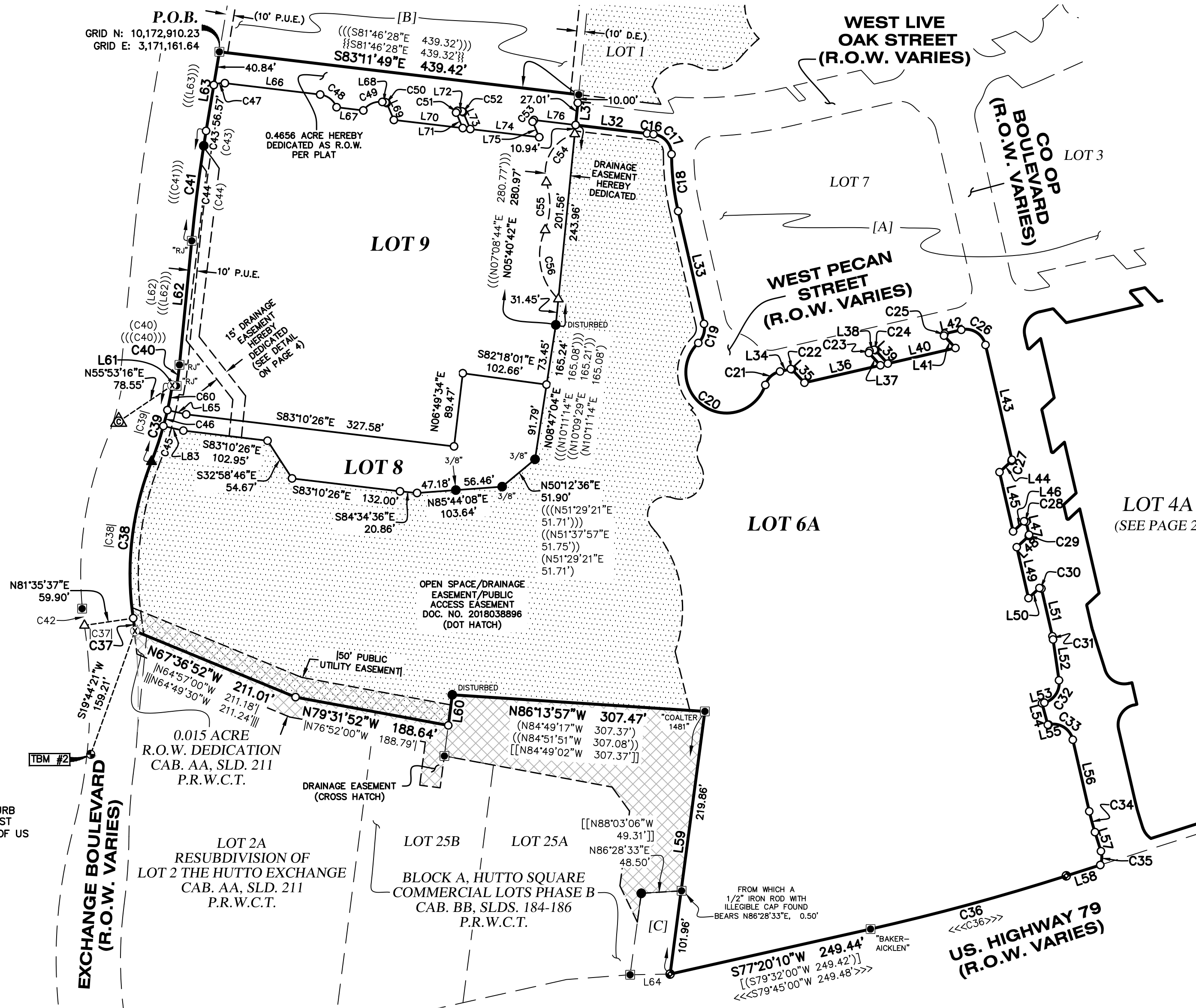
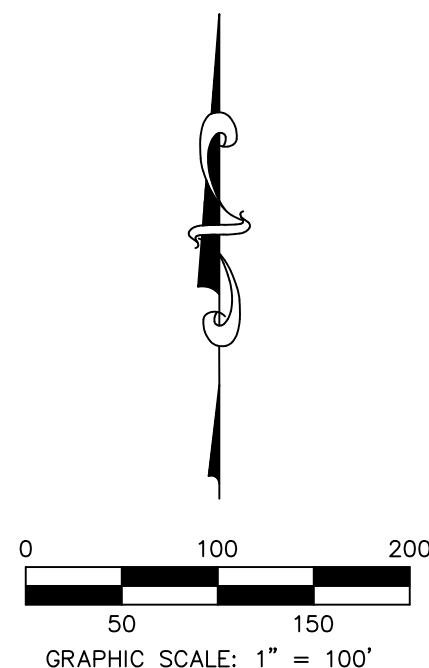


RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	2/7/2019
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BAP
Field Crew:	JCR/KDL
Survey Date:	AUG. 2017
Sheet:	2 OF 6



BENCHMARK NOTE:
TBM #2- SQUARE CUT ON TOP OF CONCRETE CURB
ON THE SOUTH SIDE OF A DRIVEWAY ON THE WEST
SIDE OF EXCHANGE BOULEVARD, ± 420' NORTH OF US
HIGHWAY 79. ELEVATION = 656.26

[A]
THE CO-OP DISTRICT
DOC. NO. 2018038896
O.P.R.W.C.T.

[B]
CALLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.
REMAINDER OF LOT 24, BLOCK A
HUTTO SQUARE COMMERCIAL LOTS
CAB. Z, SLDS. 281-282
P.R.W.C.T.

[C]
CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, PG. 172, D.R.W.C.T.

LEGEND	
—	PROPERTY LINE
- - -	EXISTING PROPERTY LINES
- - -	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
⊗	TXDOT TYPE II BRASS DISC FOUND
⊗	CHISELED "X" FOUND IN CONCRETE
▲	MAG NAIL FOUND
⊙	BENCHMARK
△	CALCULATED POINT
⊙	SURVEY CONTROL POINT
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.R.W.C.T.	PLAT RECORDS, WILLAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER PLAT CAB. G, SLD. 185
(.....)	RECORD INFORMATION PER PLAT VOL. 2 PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2005053311
[[.....]]	RECORD INFORMATION PER PLAT CAB. BB, SLDS. 184-186
<.....>	RECORD INFORMATION PER PLAT CAB. W, SLDS. 263-264
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2004003059
[[.....]]	RECORD INFORMATION PER TX DOT R.O.W. MAP
	RECORD INFORMATION PER PLAT CAB. AA, SLD. 211
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2015048567

Received 2/11/19



RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT



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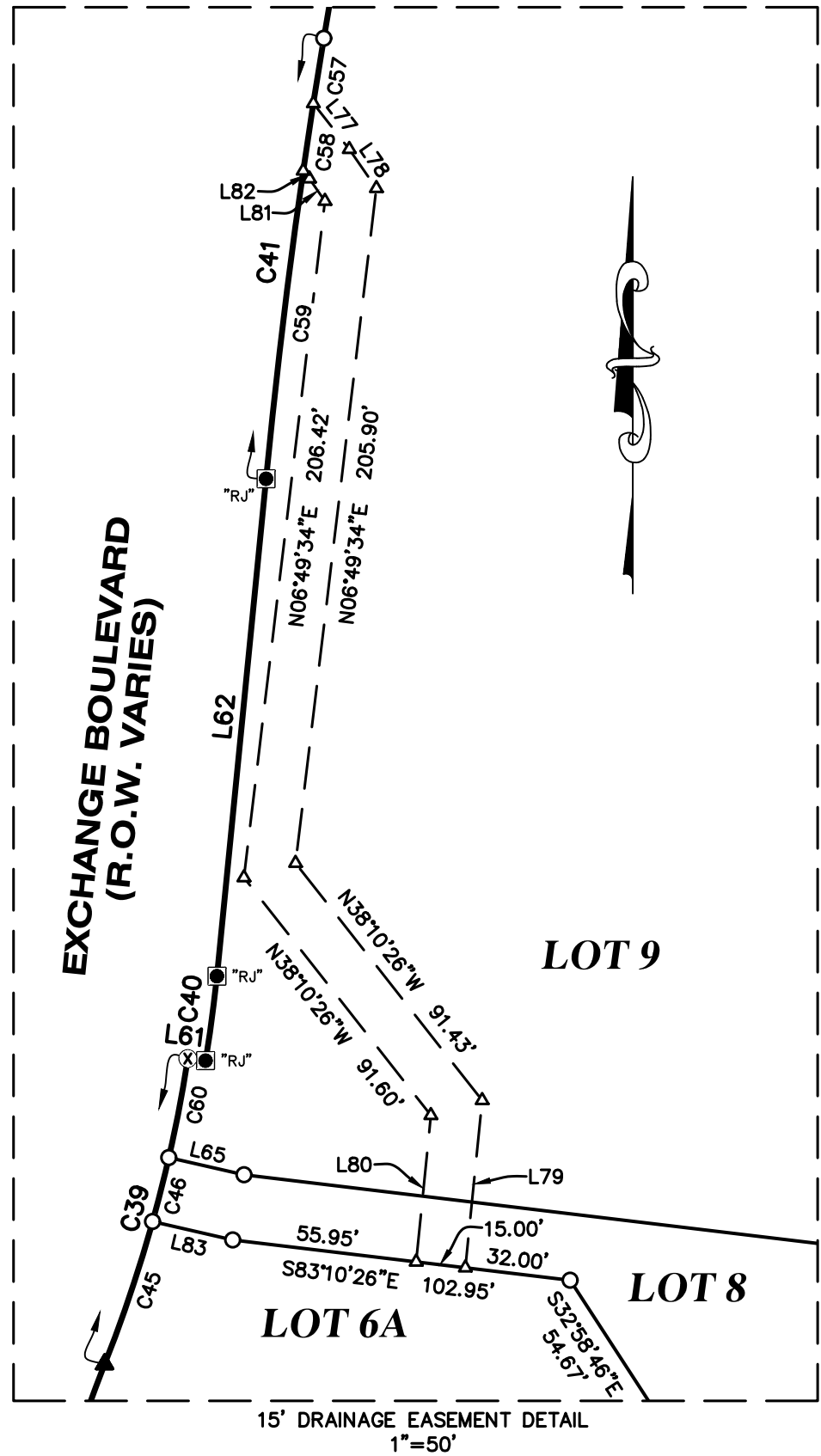
Date:	2/7/2019
Project:	00627
Scale:	1" = 100'
Reviewer:	SMD
Tech:	BAP
Field Crew:	JCR/KDL
Survey Date:	AUG. 2017
Sheet:	3 OF 6

LINE TABLE		
LINE #	DIRECTION	LENGTH
L31	S05°40'42"W	37.01'
L32	S83°11'49"E	87.36'
L33	S12°56'20"E	140.44'
L34	N77°03'40"E	13.46'
L35	S42°56'20"E	22.23'
L36	N77°03'40"E	94.69'
L37	N42°56'20"W	20.50'
L38	N77°03'40"E	5.77'
L39	S42°56'20"E	22.23'
L40	N77°03'40"E	84.29'
L41	N42°56'21"W	20.50'
L42	N77°03'40"E	20.82'
L43	S12°56'20"E	143.13'
L44	S47°03'40"W	19.92'
L45	S12°56'20"E	73.90'
L46	N47°03'40"E	18.19'
L47	S12°56'20"E	16.17'
L48	S47°03'40"W	19.92'
L49	S12°56'20"E	63.51'
L50	N47°03'40"E	18.19'
L51	S12°56'20"E	59.47'
L52	S08°21'54"E	50.08'
L53	S74°46'13"W	2.97'
L54	S15°11'14"E	27.00'
L55	N77°03'40"E	1.00'
L56	S12°56'20"E	89.26'
L57	S17°30'00"E	24.27'
L58	S72°19'10"W	43.37'
L59	N07°31'47"E	321.82'
L60	S07°20'38"W	37.49'
L61	S83°05'40"E	5.40'
L62	N05°38'31"E	151.41'
L63	N09°32'37"E	97.41'
L64	N89°00'55"E	48.65'
L65	S77°06'12"E	23.36'
L66	S83°11'49"E	116.54'
L67	S83°11'49"E	32.73'
L68	S83°11'49"E	4.10'
L69	S23°11'49"E	22.23'
L70	S83°11'49"E	84.29'
L71	N23°11'49"W	20.50'
L72	S83°11'49"E	5.77'
L73	S23°11'49"E	22.23'
L74	S83°11'49"E	84.30'
L75	N23°12'55"W	20.50'
L76	S83°11'49"E	51.08'
L77	N38°05'23"W	17.64'
L78	N34°46'13"W	14.39'
L79	N05°44'07"E	50.96'
L80	N05°44'07"E	44.63'
L81	N34°46'13"W	8.26'
L82	N38°05'23"W	3.04'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L62)	N07°00'03"E	151.45'
((((L62)))	N07°00'03"E	151.45'
((((L63)))	N10°55'47"E	97.16'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE	
C16	7.85'	513.50'	0°52'34"	S83°38'07"E	7.85'	
C17	35.87'	24.50'	83°53'24"	S42°07'42"E	32.75'	
C18	69.79'	313.50'	12°45'21"	S06°33'40"E	69.65'	
C19	25.27'	24.50'	59°06'07"	S16°36'43"W	24.17'	
C20	179.88'	49.50'	208°12'13"	S57°56'20"E	96.02'	
C21	25.27'	24.50'	59°06'07"	N47°30'36"E	24.17'	
C22	1.57'	1.50'	60°00'00"	S72°56'20"E	1.50'	
C23	3.14'	1.50'	120°00'00"	N17°03'40"E	2.60'	
C24	1.57'	1.50'	60°00'00"	S72°56'20"E	1.50'	
C25	3.14'	1.50'	120°00'00"	N17°03'40"E	2.60'	
C26	38.48'	24.50'	89°59'58"	S57°56'20"E	34.65'	
C27	1.57'	1.50'	60°00'00"	S17°03'40"W	1.50'	
C28	3.14'	1.50'	120°00'00"	S72°56'20"E	2.60'	
C29	1.57'	1.50'	60°00'00"	S17°03'40"W	1.50'	
C30	3.14'	1.50'	120°00'00"	S72°56'20"E	2.60'	
C31	3.95'	49.50'	4°34'26"	S10°39'07"E	3.95'	
C32	35.55'	24.50'	83°08'08"	S33°12'10"W	32.51'	
C33	38.48'	24.50'	90°00'00"	S57°56'20"E	34.65'	
C34	26.15'	328.50'	4°33'40"	S15°13'10"E	26.14'	
C35	17.14'	24.50'	40°04'30"	S02°32'15"W	16.79'	
C36	246.50'	2,824.79'	4°59'59"	S74°47'48"W	246.42'	
C37	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'	
C38	193.73'	370.00'	29°59'57"	N06°36'44"E	191.52'	
C39	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'	
C40	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'	
C41	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'	
C42	19.38'	430.00'	2°34'58"	N07°06'34"W	19.38'	
C43	18.58'	1,494.97'	0°42'43"	N09°06'49"E	18.58'	
C44	116.06'	1,949.25'	3°24'41"	N07°11'59"E	116.04'	
C45	45.64'	430.00'	6°04'54"	N18°36'12"E	45.62'	
C46	20.01'	430.00'	2°39'57"	N14°13'47"E	20.01'	
C47	13.81'	24.50'	32°17'57"	N80°39'12"E	13.63'	
C48	26.51'	24.50'	62°00'20"	S52°11'39"E	25.24'	
C49	26.51'	24.50'	62°00'17"	N65°47'59"E	25.24'	
C50	1.57'	1.50'	60°00'00"	S53°11'49"E	1.50'	
C51	3.14'	1.50'	119°59'19"	N36°47'50"E	2.60'	
C52	1.57'	1.50'	60°00'43"	S53°11'28"E	1.50'	
C53	3.14'	1.50'	120°02'12"	N36°48'11"E	2.60'	
C54	75.24'	48.75'	88°25'57"	S30°29'45"W	67.99'	
C55	59.19'	87.51'	38°45'14"	S01°25'34"W	58.07'	
C56	91.22'	73.33'	71°16'31"	S10°47'40"E	85.45'	
C57	20.00'	1,965.00'	0°35'00"	N09°08'06"E	20.00'	
C58	20.63'	1,965.00'	0°36'06"	N08°32'34"E	20.63'	
C59	94.00'	1,965.00'	2°44'27"	N06°52'17"E	93.99'	

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
<<<C36>>>	246.55'	2,824.79'	5°00'03"	S77°15'00"W	246.47'
[C37]	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
[C38]	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
[C39]	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C40)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
((C40)))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
((((C41)))	134.75'	1,965.00'	3°55'44"	N08°57'55"E	134.72'
(C43)	18.24'	1,965.00'	0°31'55"	N10°39'50"E	18.24'
(C44)	116.51'	1,965.00'	3°23'50"	N08°41'58"E	116.49'



Received 2/11/19



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Sheet:	4 OF 6



LEGAL DESCRIPTION
(LOTS 6A, 8-9, and R.O.W.)

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 17.3882 ACRES (757,430 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 6 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), SAID LOT 6 CONVEYED TO 420 US 79, LTD., IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.), SAID 17.3882 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH ILLEGIBLE CAP FOUND IN THE EAST RIGHT-OF-WAY LINE OF EXCHANGE BOULEVARD (RIGHT-OF-WAY VARIES), AND BEING AT THE SOUTHWEST CORNER OF A CALLED 2.814 ACRE TRACT CONVEYED TO WLD PETERSEN INVESTMENTS-HUTTO, LLC, IN DOCUMENT NO. 2015048567 (O.P.R.W.C.T.), AND BEING AT THE NORTHWEST CORNER OF SAID WILLIAMSON COUNTY TRACT, AND BEING IN THE WEST LINE OF SAID LOT 24, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE WEST LINE OF SAID LOT 24, WITH THE COMMON LINE OF SAID WLD PETERSEN TRACT AND SAID WILLIAMSON COUNTY TRACT, S83°11'49"E, A DISTANCE OF 439.42 FEET TO A 1/2-INCH IRON ROD WITH ILLEGIBLE CAP FOUND FOR AN EXTERIOR ELL-CORNER HEREOF, SAID POINT BEING IN THE WEST LINE OF LOT 1 OF SAID CO-OP DISTRICT, AND BEING IN THE EAST LINE OF SAID LOT 24, AND BEING THE COMMON EAST CORNER OF SAID WLD PETERSEN TRACT AND SAID WILLIAMSON COUNTY TRACT;

THENCE, WITH THE COMMON LINE OF SAID LOT 1, LOT 24 AND SAID WILLIAMSON COUNTY TRACT, S05°40'42"W, A DISTANCE OF 37.01 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT THE SOUTHWEST TERMINUS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), AND BEING AT THE NORTHWEST CORNER OF LOT 6 OF SAID CO-OP DISTRICT;

THENCE, WITH THE NORTH AND EAST LINES OF SAID LOT 6, IN PART WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST LIVE OAK STREET, IN PART WITH THE WEST AND SOUTH RIGHT-OF-WAY LINES OF WEST PECAN STREET (RIGHT-OF-WAY VARIES), AND WITH THE WEST RIGHT-OF-WAY LINE OF CO-OP BOULEVARD (RIGHT-OF-WAY VARIES), THE FOLLOWING FORTY-SIX (46) COURSES AND DISTANCES:

- 1)S83°11'49"E, A DISTANCE OF 87.36 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 513.50 FEET, WHOSE ARC LENGTH IS 7.85 FEET AND WHOSE CHORD BEARS S83°38'07"E, A DISTANCE OF 7.85 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 35.87 FEET AND WHOSE CHORD BEARS S42°07'42"E, A DISTANCE OF 32.75 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 313.50 FEET, WHOSE ARC LENGTH IS 69.79 FEET AND WHOSE CHORD BEARS S06°33'40"E, A DISTANCE OF 69.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 5) S12°56'20"E, A DISTANCE OF 140.44 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 6) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 25.27 FEET AND WHOSE CHORD BEARS S16°36'43"W, A DISTANCE OF 24.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 7) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 49.50 FEET, WHOSE ARC LENGTH IS 179.88 FEET AND WHOSE CHORD BEARS S57°56'20"E, A DISTANCE OF 96.02 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 25.27 FEET AND WHOSE CHORD BEARS N47°30'36"E, A DISTANCE OF 24.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 9) N77°03'40"E, A DISTANCE OF 13.46 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 10)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 11)S42°56'20"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 12)N77°03'40"E, A DISTANCE OF 94.69 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 13)N42°56'20"W, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 14)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N17°03'40"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 15)N77°03'40"E, A DISTANCE OF 5.77 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 16)ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF

TANGENCY HEREOF:

- 17)S42°56'20"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 18)N77°03'40"E, A DISTANCE OF 84.29 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 19)N42°56'21"W, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 20) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N17°03'40"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF,
- 21)N77°03'40"E, A DISTANCE OF 20.82 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 22) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 24.50 FEET, WHOSE CHORD BEARS S57°56'20"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 23) S12°56'20"E, A DISTANCE OF 143.13 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 24) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S17°03'40"W, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 25) S47°03'40"W, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 26) S12°56'20"E, A DISTANCE OF 73.90 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 27) N47°03'40"E, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 28) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 29) S12°56'20"E, A DISTANCE OF 16.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 30) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S17°03'40"W, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 31)S47°03'40"W, A DISTANCE OF 19.92 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 32) S12°56'20"E, A DISTANCE OF 63.51 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 33) N47°03'40"E, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 34) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS S72°56'20"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 35) S12°56'20"E, A DISTANCE OF 59.47 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 36) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 49.50 FEET, WHOSE ARC LENGTH IS 3.95 FEET AND WHOSE CHORD BEARS S10°39'07"E, A DISTANCE OF 3.95 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 37) S08°21'54"E, A DISTANCE OF 50.08 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 38) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 35.55 FEET AND WHOSE CHORD BEARS S33°12'10"W, A DISTANCE OF 32.51 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 39) S74°46'13"W, A DISTANCE OF 2.97 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 40) S15°11'14"E, A DISTANCE OF 27.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF,
- 41)N77°03'40"E, A DISTANCE OF 1.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 42) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS S57°56'20"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 43) S12°56'20"E, A DISTANCE OF 89.26 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF,
- 44) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 328.50 FEET, WHOSE ARC LENGTH IS 26.15 FEET AND WHOSE CHORD BEARS S15°13'10"E, A DISTANCE OF 26.14 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 45) S17°30'00"E, A DISTANCE OF 24.27 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF, AND
- 46) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 17.14 FEET AND WHOSE CHORD BEARS S02°32'15"W, A DISTANCE OF 16.79 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 79 (RIGHT-OF-WAY VARIES) WITH THE WEST RIGHT-OF-WAY LINE OF SAID CO-OP BOULEVARD, AND BEING THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID US HIGHWAY 79 AND THE SOUTH LINE OF SAID LOT 6, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1)S72°19'10"W, A DISTANCE OF 43.37 FEET TO A TXDOT TYPE II BRASS DISC FOUND FOR A POINT OF CURVATURE HEREOF,

- 2) 246.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,824.79 FEET, AND A CHORD WHICH BEARS S74°47'48"W, A DISTANCE OF 246.42 FEET TO A 1/2-INCH IRON ROD WITH "BAKER AICKLEN" CAP FOUND FOR A POINT OF TANGENCY HEREOF, AND
- 3) S77°20'10"W, A DISTANCE OF 249.44 FEET TO A TXDOT TYPE II BRASS DISC FOUND FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, AND BEING THE SOUTHEAST CORNER OF A CALLED 0.11 ACRE TRACT DESCRIBED IN VOLUME 238, PAGE 172 (D.R.W.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID LOT 6, FROM WHICH A 1/2-INCH IRON ROD WITH ILLEGIBLE CAP FOUND AT AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, AND BEING THE SOUTHEAST CORNER OF LOT 25A, BLOCK A OF HUTTO SQUARE COMMERCIAL LOTS, PHASE B, RECORDED IN CABINET BB, SLIDES 184-186 (P.R.W.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID 0.11 ACRE TRACT BEARS, S89°00'55"W, A DISTANCE OF 48.65 FEET;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, IN PART WITH THE EAST LINES OF SAID 0.11 ACRE TRACT AND SAID LOT 25A, AND WITH THE WEST LINE OF SAID LOT 6, N07°31'47"E, A DISTANCE OF 321.82 FEET TO A 1/2-INCH IRON ROD WITH "COALTER-1481" CAP FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT THE NORTHEAST CORNER OF SAID LOT 25A;

THENCE, WITH THE COMMON LINE OF SAID LOT 25A AND SAID LOT 6, N86°13'57"W, A DISTANCE OF 307.47 FEET TO A DISTURBED 1/2-INCH IRON ROD FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING THE COMMON WEST CORNER OF SAID LOT 25A AND SAID LOT 6;

THENCE, WITH THE SOUTH LINE OF SAID LOT 6, IN PART WITH THE NORTH LINE OF SAID LOTS 25A & 25B, IN PART WITH THE NORTH LINE OF LOT 2A OF THE RESUBDIVISION OF LOT 2, HUTTO EXCHANGE, RECORDED IN CABINET AA, SLIDES 211-212 (P.R.W.C.T.), AND IN PART WITH THE EAST RIGHT-OF-WAY LINE OF EXCHANGE BOULEVARD (RIGHT-OF-WAY VARIES), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1)S07°20'38"W, A DISTANCE OF 37.49 FEET TO AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN EXTERIOR ELL-CORNER HEREOF,
- 2) N79°31'52"W, A DISTANCE OF 188.64 FEET TO AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, AND
- 3) N67°36'52"W, A DISTANCE OF 211.01 FEET TO A CHISELED "X" FOUND IN CONCRETE FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE WEST LINE OF SAID LOT 6, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1)15.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 680.00 FEET, AND A CHORD WHICH BEARS N07°41'36"W, A DISTANCE OF 15.69 FEET TO A CALCULATED POINT FOR A POINT OF REVERSE CURVATURE HEREOF,
- 2) 193.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, AND A CHORD WHICH BEARS N06°38'44"E, A DISTANCE OF 191.52 FEET TO A MAG NAIL IN ASPHALT FOUND FOR A POINT OF REVERSE CURVATURE HEREOF,
- 3) 96.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, AND A CHORD WHICH BEARS N15°13'50"E, A DISTANCE OF 95.93 FEET TO A CHISELED "X" FOUND IN CONCRETE FOR A POINT OF NON-TANGENCY HEREOF, SAID POINT BEING AT A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING A NORTHWEST CORNER OF SAID LOT 6;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE NORTH LINE OF SAID LOT 6, S83°05'40"E, A DISTANCE OF 5.40 FEET TO A 1/2-INCH IRON ROD WITH "RJ" CAP FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE SOUTHEAST CORNER OF SAID LOT 23 AND SAID WILLIAMSON COUNTY TRACT;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, WITH THE WEST LINE OF SAID WILLIAMSON COUNTY TRACT, AND IN PART WITH THE WEST LINES OF SAID LOTS 23 & 24, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1)25.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, AND A CHORD WHICH BEARS N07°40'10"E, A DISTANCE OF 25.83 FEET TO A 1/2-INCH IRON ROD WITH "RJ" CAP FOUND FOR A POINT OF TANGENCY HEREOF,
- 2) N05°38'31"E, A DISTANCE OF 151.41 FEET TO A 1/2-INCH IRON ROD WITH "RJ" CAP FOUND FOR A POINT OF CURVATURE HEREOF,
- 3) 134.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,965.00 FEET, AND A CHORD WHICH BEARS N07°27'50"E, A DISTANCE OF 134.61 FEET TO AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET AT A POINT OF TANGENCY HEREOF, AND
- 4) N09°32'37"E, A DISTANCE OF 97.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.3882 ACRES (757,430 SQUARE FEET) OF LAND, MORE OR LESS.

Received 2/11/19



RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT



Date:	2/7/2019
Project:	00627
Scale:	-
Reviewer:	SMD
Tech:	BAP
Field Crew:	JCR/KDL
Survey Date:	AUG. 2017
Sheet:	5 OF 6

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

WE, EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD., A TEXAS LIMITED PARTNERSHIP, AND
XXX, REPRESENTATIVE OF WILLIAMSON COUNTY, TEXAS:

OWNERS OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS
FOLLOWS:

BEING ALL OF LOTS 4, 5 AND 6 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2018038896 OF
THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOTS 4, 5 AND 6
CONVEYED TO 420 US 79, LTD, RECORDED IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.), AND ALL OF A
CALLED 4.43 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 CONVEYED TO
WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 (O.P.R.W.C.T.), SAID TRACT ALSO BEING A PORTION
OF LOTS 23 AND 24, BLOCK A OF HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, SLIDES
281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.)

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND
AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT
NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS,
ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC
PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RESUBDIVISION IS TO BE KNOWN AS

RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT
AND FINAL PLAT OF A 4.43 ACRE TRACT

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20____

BY: _____
EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD.
10095 US 290 EAST
MANOR, TEXAS 78653

BY: _____
XXX, REPRESENTATIVE OF WILLIAMSON COUNTY, TEXAS
1301 S.E. INNER LOOP, #109
GEORGETOWN, TEXAS 78626

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20____

BY, EDWARD S. BUTLER, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____ DAY OF
_____, 20____

NOTARY PUBLIC, THE STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20____

BY, XXX, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____ DAY OF
_____, 20____

NOTARY PUBLIC, THE STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

I, JUDD WILLMANN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY
THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS
_____, DAY OF _____, 20____

JUDD WILLMANN, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 90356
STATE OF TEXAS
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6696

STATE OF TEXAS {
{ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

I, STEVEN M. DUARTE, REGISTERED PUBLIC SURVEYOR NO. 5940, IN THE STATE OF TEXAS, HEREBY
CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE
PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON
THE GROUND. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2017.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS
_____, DAY OF _____, 20____

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A
FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

STEVEN M. DUARTE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940
4WARD LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78744
512-537-2384

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT
UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR
HER ASSIGNS.
3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT
OF WAY AT SITE DEVELOPMENT PERMIT.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND
WASTEWATER UTILITIES.
4. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF
HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO
THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER
IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
5. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
6. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP
NUMBER NO.48491C 0520E, DATED SEPTEMBER 26, 2008.
7. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT
DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
8. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST
BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
9. ALL OPEN SPACE/DRAINAGE EASEMENTS/PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE
PROPERTY OWNER'S ASSOCIATION.
10. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND
SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF
AT LEAST TEN (10) FEET.
11. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLATS (THE CO-OP DISTRICT AND
HUTTO SQUARE COMMERCIAL LOTS) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
12. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT
DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
13. THE ACCESS EASEMENT DEDICATED IN DOCUMENT NO. 2018070929 IS HEREBY RELEASED PER THIS PLAT.
14. THE DRAINAGE EASEMENT DEDICATED IN DOCUMENT NO. 2018070930 IS HEREBY RELEASED PER THIS
PLAT.
15. THE SIGN EASEMENT DEDICATED IN DOCUMENT NO. 2005053311 IS HEREBY RELEASED PER THIS PLAT.
16. CROSS ACCESS IS HEREBY GRANTED FOR LOTS 8 AND 9.

STREET NAMES APPROVED

WILLIAMSON COUNTY ADDRESSING COORDINATOR _____ DATE _____

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE
_____, DAY OF _____, 20____

DOUG GAUL, MAYOR _____ DATE _____ LISA L. BROWN, CITY SECRETARY _____ DATE _____

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR
RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____M.,
AND DULY RECORDED THIS _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____M., IN
THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY
OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY



Received 2/11/19



RESUBDIVISION OF
LOTS 4, 5 & 6 OF THE
CO-OP DISTRICT
AND FINAL PLAT OF A
4.43 ACRE TRACT



Date:	2/7/2019
Project:	00627
Scale:	-
Reviewer:	SMD
Tech:	BAP
Field Crew:	JCR/KDL
Survey Date:	AUG. 2017
Sheet:	6 OF 6

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8C.

AGENDA DATE: March 21, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of the HISD Tracts (2), 165.0 acres (65.0 acres and 100.0 acres), more or less, of land located on the east side of FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - HISD Tracts Annexation (165.0 acres) Municipal Service Plan

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTIES KNOWN AS THE “HISD TRACTS (2)” (165.00 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this **21st** day of **March, 2019**.

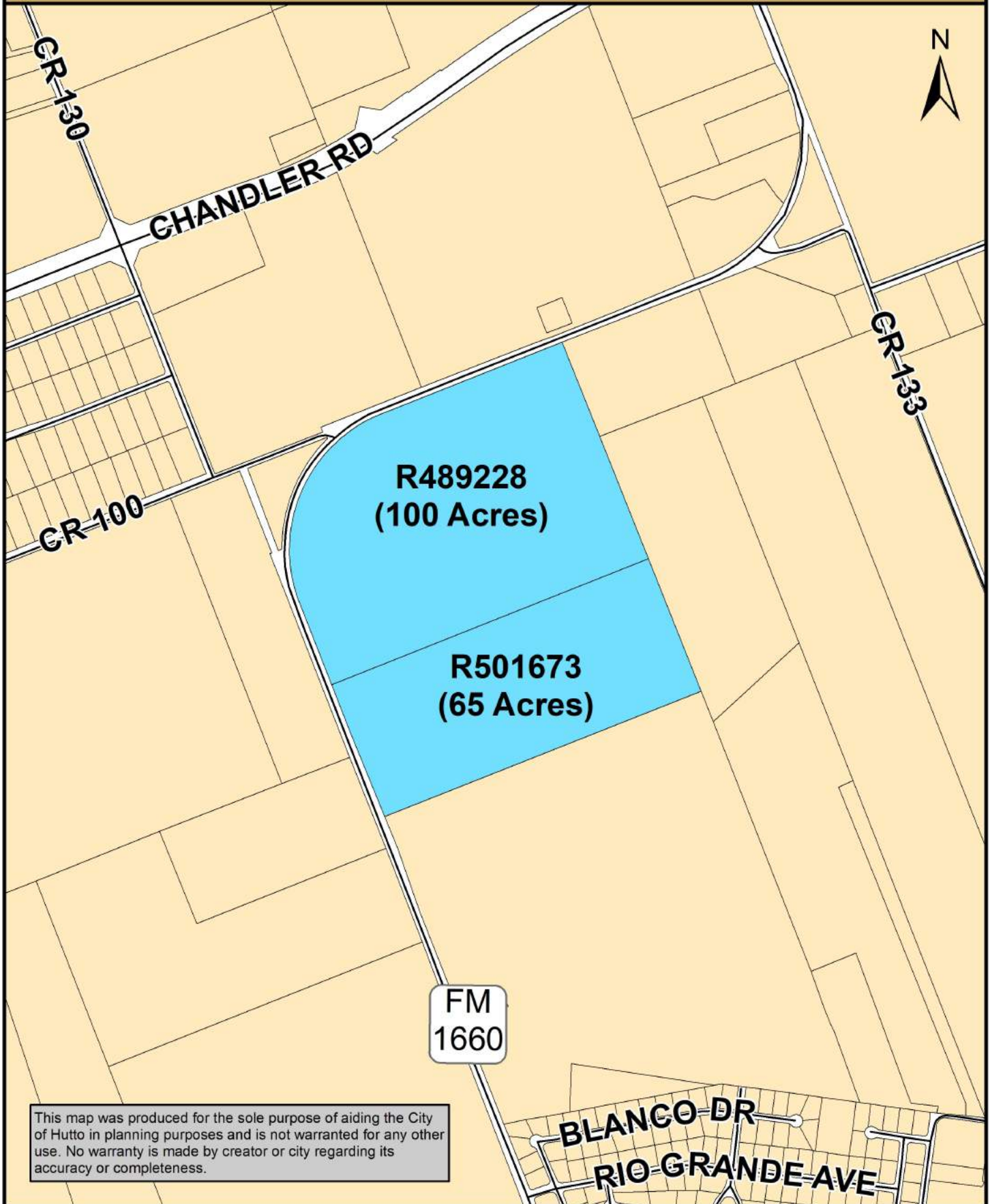
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

HISD (65 Acres) & HISD (100 Acres)



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**165.0 acres, more or less, of land, out of the
John Dykes Survey, Abstract No. 186, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by Jonah S.U.D.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8D.

AGENDA DATE: March 21, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed Townwest Commons Section Seven Final Plat, 3.8280 acres, more or less, of land, two commercial lots, located on US 79 West at Alliance Boulevard. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Townwest Commons Section 7 Final Plat includes 2 commercial lots, and is located on 3.828 acres at the corner of US 79 and Alliance Boulevard (Formerly CR 165). The property is zoned PUD (Planned Unit Development) with a base zoning of General Commercial (B-2).

WEST: Alliance Boulevard and Farm Land

NORTH: Open Space (Part of PUD) and YMCA

EAST: Starbucks and Walgreens

SOUTH: Highway 79 and Carmel Creek PUD

Lot A is proposed at 1.6345 acres (71,198 sf)

Lot B is proposed at 2.1935 acres (95,548 sf)

Both lots have a waterline easement and a joint access easement running along the rear of the property. Lot A has an electric easement running along the western end of the property. Lot B has a stormwater easement running along the eastern end of the property.

The proposed final plat is consistent with the approved preliminary plat and PUD.

Utilities

Water and wastewater service will be provided by City of Hutto.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

On March 14, 2019, the Planning and Zoning Commission recommended approval unanimously, staff recommends that the City Council approve the Final Plat of Section 7 of Townwest Commons per Section 212.005 of the Texas Local Government Code.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

This plat has been reviewed and all City comments have been addressed. The proposed Final Plat is in compliance with the applicable subdivision regulations and PUD. Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - Townwest Commons Section Seven Final Plat

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "TOWNWEST COMMONS SECTION SEVEN FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council hereby approves the resolution for the plat known as "Townwest Commons Section Seven Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

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

I, A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership, sole owner of the certain tract of land shown hereon and described in deeds recorded in Williamson County Clerk's File Nos. 2007026600 and 2007026602 of the Official Records of Williamson County, Texas, and do hereby state that all lien holders of the certain tract are shown hereon, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Hutto the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Hutto may deem appropriate. This subdivision is to be known as TOWNWEST COMMONS SECTION SEVEN.

IN TESTIMONY WHEREOF THE, A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership, acting by and through Steven D. Alvis, Member-Manager of A-S 64, L.C., its general partner, thereunto authorized, this ____ day of _____, 2019.

A-S 64 CR 119-HWY 79, L.P.
a Texas limited partnership

By: A-S 64, L.C.
its general partner

By: Steven D. Alvis, Member-Manager

STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____:

Before me, the undersigned authority, on this day personally appeared Steven D. Alvis, Member-Manager of A-S 64, L.C., general partner of A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public in and for the State of Texas

My Commission Expires _____

Notary Public

This plat was approved for recording by the Hutto City Council on the ____ day of _____, 2019.

Doug Gaul, Mayor Date Lisa L. Brown, City Secretary Date

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

I, Brian Nesvadba, Registered Professional Land Surveyor No. 5776 in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground. The field work was completed on July 16, 2018.

TO CERTIFY WHICH, WITNESS my hand and seal at Stafford, Fort Bend County, Texas, this ____ day of _____, 2019.

Brian Nesvadba
Registered Professional Land Surveyor, State of Texas No. 5776
Address: 12718 Century Drive, Stafford, TX 77477
Telephone: 281-491-2525

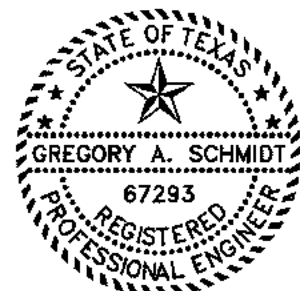


STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON:

I, Gregory A. Schmidt, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is in compliance with the codes and ordinances of the City of Hutto, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Stafford, Fort Bend County, Texas, this ____ day of _____, 2019.

Gregory A. Schmidt
Registered Professional Engineer, State of Texas No. 67293
Address: 12718 Century Drive, Stafford, TX 77477
Telephone: 281-491-2525

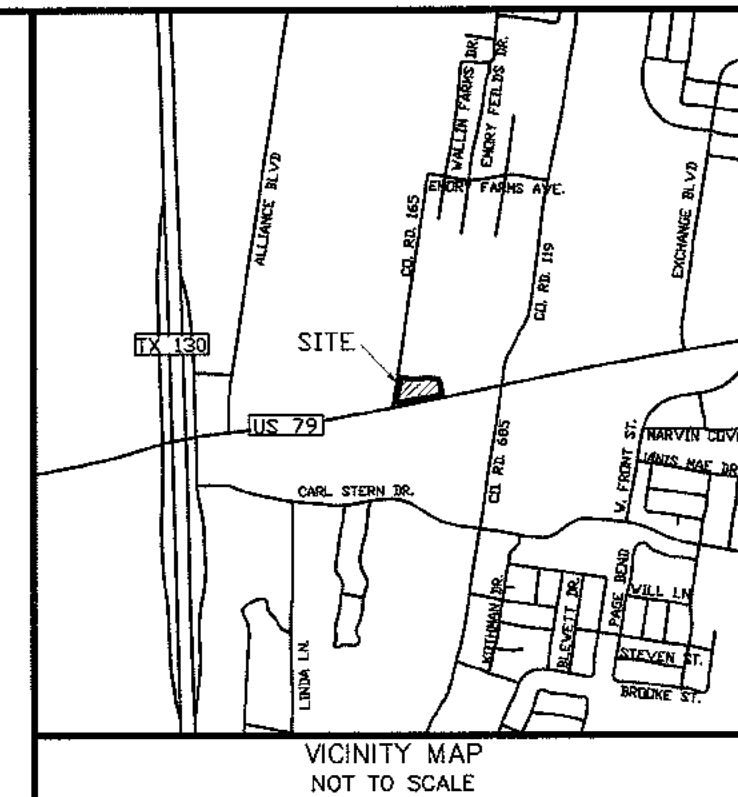


NOTES:

- 1) NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- 2) BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
- 3) A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) SHALL BE DEDICATED ALONG ALL LOT LINES.
- 4) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 5) SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- 6) SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- 7) AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
- 8) STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- 9) UTILITY NOTES:
 - A. WITHIN CON
 - I. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

10) FLOODPLAIN NOTES:

- A. ULTIMATE FLOODPLAIN
 - I. "NO PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN."
 - B. EXISTING FLOODPLAIN
 - I. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491-C-0515 E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS."
- 11) IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/4" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
 - 12) ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE (UDC), CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
 - 13) ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
 - 14) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
 - 15) ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE THE PROPERTY OWNER'S ASSOCIATION.
 - 16) THE MAXIMUM IMPERVIOUS COVER PER NON-RESIDENTIAL LOT IS 85%.
 - 17) THE PRIVATE WASTEWATER LINES WILL BE MAINTAINED BY THE PROPERTY OWNERS OR PROPERTY OWNER'S ASSOCIATION.
 - 18) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS OF RESTRICTIONS RECORDED IN WILLIAMSON COUNTY CLERK'S FILE NOS. 2002081259, 2007026606, 2007069946, 2011014847, AND 2013025290.
 - 19) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS RECORDED IN WILLIAMSON COUNTY CLERK'S FILE NOS. 2007026593, 2007026594, 2007026598, 2007026599, 2007069947, 2011014841, AND 2007026606.



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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certification of authentication, was filed for record in my office on the ____ day of _____, 2019, A.D., at ____ o'clock ____M. and duly recorded this ____ day of _____, 2019, A.D., at ____ o'clock ____M., in the Official Public Records of said County, in Document No _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

FINAL PLAT OF TOWNWEST COMMONS SECTION SEVEN

A SUBDIVISION OF A 3.8280 ACRE
TRACT OF LAND BEING
IN THE NATHANIEL EDWARDS SURVEY,
ABSTRACT NO. 225,
CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS

2 LOTS 1 BLOCK

~ OWNER ~
A-S 64 CR 119-HWY 79, L.P.
8827 W. Sam Houston Pkwy N., Suite 200
Houston, Texas 77040
PHONE: 281.477.4300

~ SURVEYOR ~
TEXAS ENGINEERING AND MAPPING COMPANY
12718 Century Drive
Stafford, Texas 77477

PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2806
www.team-civil.com
Job No. 268-19
FEBRUARY 14, 2019

Received 2/14/19



TBM C:
BOX CUT ON WEST HEADWALL AT THE INTERSECTION OF HIGHWAY 79 AT C.R. 165
AND AT THE SOUTHWEST CORNER OF THIS TRACT.
ELEVATION=653.21'

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8E.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Larry J. and Marvel L. Hagood, for 12.4 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND LARRY J. AND MARVEL L. HAGOOD, FOR 12.4 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Larry J. and Marvel L. Hagood, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Larry J. Hagood and Marvel L. Hagood** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **12.4 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure and, an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

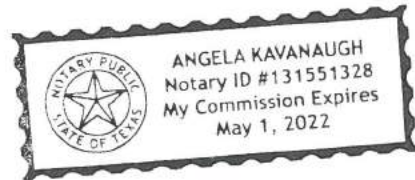
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 24 day of January, 2019.

[Signature]
Larry J. Hagood, Owner



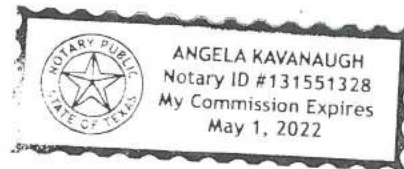
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24 day of January 2019^{AL},
by Larry J. Hagood, Owner.

[Signature]
Notary Public, State of Texas

[Signature]
Marvel L. Hagood, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24 day of January 2019,
by Marvel L. Hagood, Owner.

[Signature]
Notary Public, State of Texas

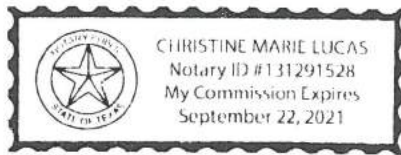


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of ~~December~~ ^{February, 2019}, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HAGOOD TRACT – 1 (R338563):

12.40 ACRES OUT OF THAT CERTAIN 106.10 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CORRECTION WARRANTY DEED DATED APRIL 22, 1994 AND RECORDED AS DOCUMENT NO. 1996052030, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hagood 1



R338563
12.4 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8F.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for 113.8312 acres, more or less, of land, located at the intersection of Limmer Loop and the southbound frontage road of SH 130. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE PEARL HANUSCH ESTATE, FOR 113.8312 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Pearl Hanusch Estate c/o Geneva Lenz, Independent Executrix** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **113.8312 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

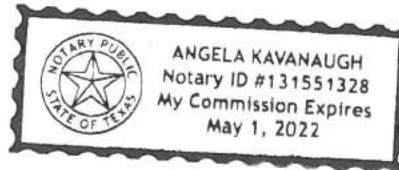
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 17 day of January, 20 19.

Geneva Lenz

Geneva Lenz, Independent Executrix
Pearl Hanusch Estate



THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 17 day of January, 2019,
by Geneva Lenz, Independent Executrix of the Pearl Hanusch Estate.

Angela Kavanaugh
Notary Public, State of Texas

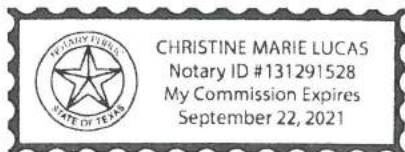
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

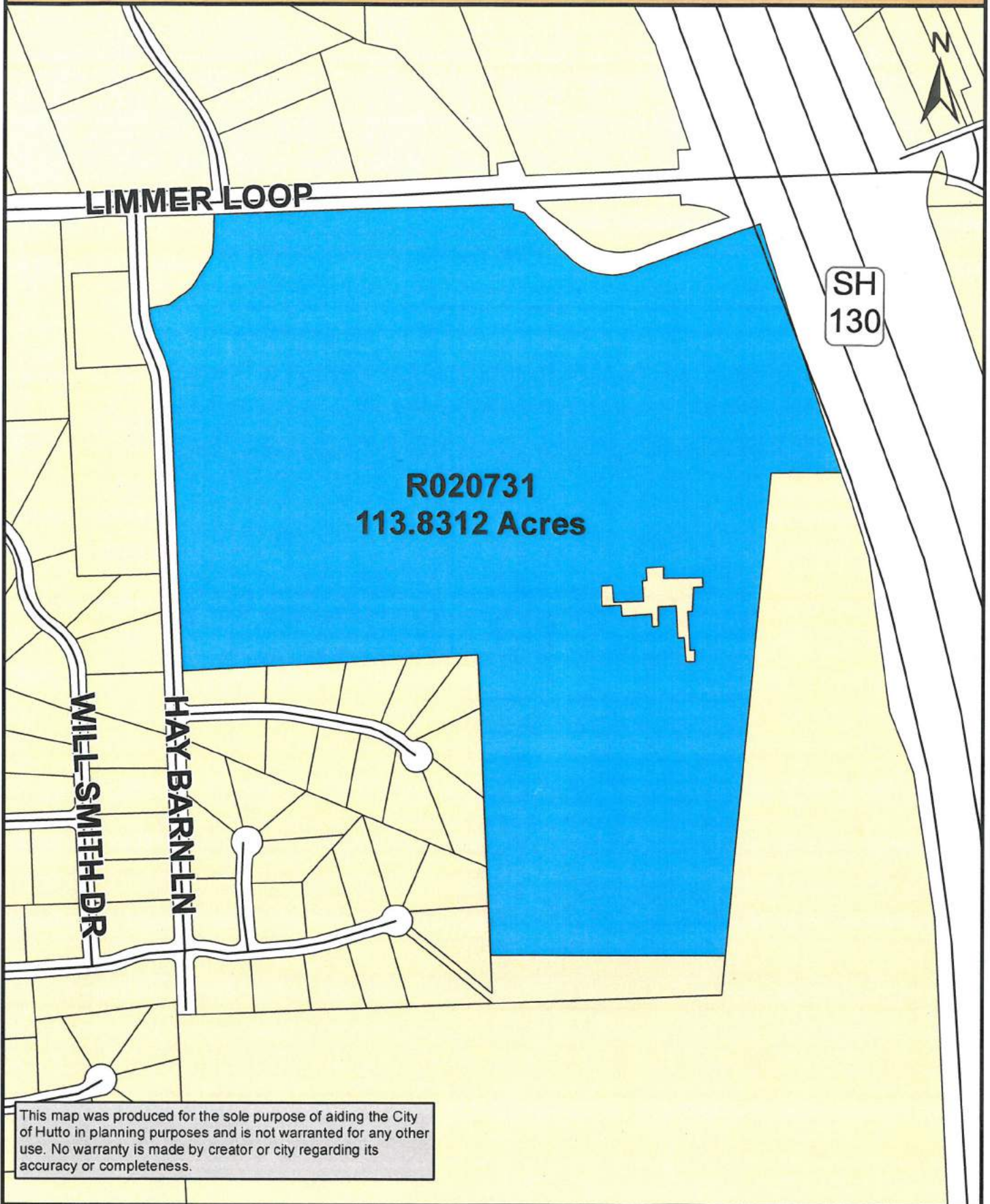
EXHIBIT "A"

LEGAL DESCRIPTION:

HANUSCH TRACT (R020731):

113.8312 ACRES OUT OF THAT CERTAIN 148.0 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 10, 1942 AND RECORDED in volume 312, page 370, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanusch



Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\Hanusch.mxd)

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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8G.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for 70.096 acres, more or less, of land, located at the southeast corner of Ed Schmidt Boulevard and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON AND SUSAN DIANE TASTO, FOR 70.096 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Harry Ronald Hanson and Susan Diane Tasto** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **70.096 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 18th day of December, 2018.

Harry Ronald Hanson
Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Harry Ronald Hanson, Owner.



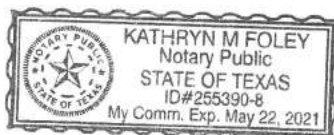
Laurie A. Kunze
Notary Public, State of Texas

Susan Diane Tasto
Susan Diane Tasto, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of December, 2018, by Susan Diane Tasto, Owner.



Kathryn M. Foley
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

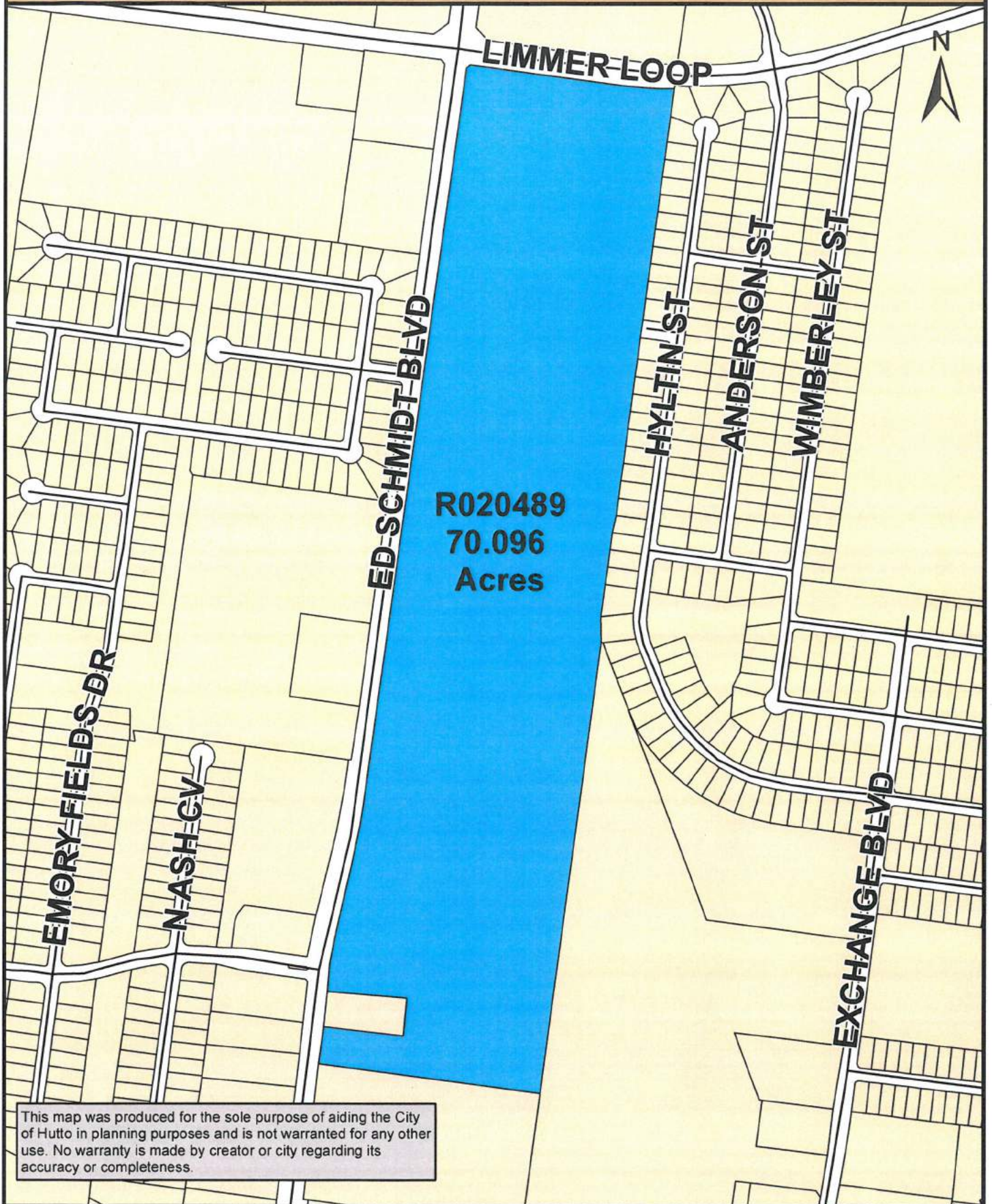
EXHIBIT "A"

LEGAL DESCRIPTION:

HANSON TRACT - 1 (R020489):

70.096 ACRES OUT OF THAT CERTAIN 71.096 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE N. EDWARDS SURVEY, ABSTRACT NO. 225, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED JUNE 16, 2011 AND RECORDED AS DOCUMENT NO. 2011040336, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8H.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for 16.2982 acres, more or less, of land, located at the northeast corner of CR 119 and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON AND SUSAN DIANE TASTO, FOR 16.2982 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 18th day of December, 2018.

Harry Ronald Hanson
Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Harry Ronald Hanson, Owner.



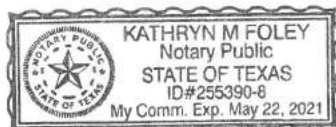
Laurie A. Kunze
Notary Public, State of Texas

Susan Diane Tasto
Susan Diane Tasto, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16th day of December, 2018, by Susan Diane Tasto, Owner.



Kathryn M. Foley
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.


Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HANSON TRACT - 2 (R020930):

16.2982 ACRES OUT OF THAT CERTAIN 16.516 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, AND N. EDWARDS SURVEY, ABSTRACT NO. 225, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED JUNE 16, 2011 AND RECORDED AS DOCUMENT NO. 2011040336, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 2



CR-119

R020930
16.2982 Acres

WESTFIELD ST

LIMMER LOOP

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

8I.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for 14.1106 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON, FOR 14.1106 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Harry Ronald Hanson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **14.1106 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 18th day of December, 2018.

Harry Ronald Hanson
Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Harry Ronald Hanson, Owner.



Laurie A. Kunze
Notary Public, State of Texas

Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

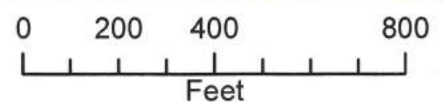
HANSON TRACT - 3 (R483078):

14.1106 ACRES OUT OF THAT CERTAIN 103.111 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS; BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DEED DATED FEBRUARY 15, 2003 AND RECORDED AS DOCUMENT NO. 2006074636, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 3



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8J.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judith S. and Doyle E. Hobbs, Jr., for 84.51 acres, more or less, of land, located at the southeast corner of CR 132 and CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUDITH S. AND DOYLE E. HOBBS, JR., FOR 84.51 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Judith S. and Doyle E. Hobbs, Jr., for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Judith S. Hobbs and Doyle E. Hobbs, Jr.** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **84.51 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 5. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, pending determination of the property’s permanent zoning in accordance with the provisions of applicable law and the City’s Code of Ordinances.

Section 6. 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

Section 7. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. 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.

Section 10. 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 11. Venue for this Agreement shall be in Williamson County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18th day of February, 2019.

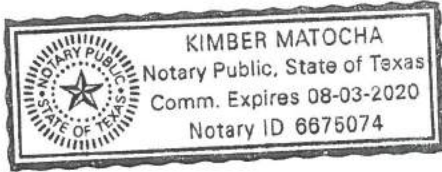


Judith S. Hobbs, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of February ^{kn}~~December~~, 2019,
by Judith S. Hobbs, Owner.



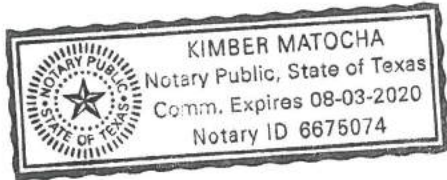
Kimber Matocha
Notary Public, State of Texas

Doyle E. Hobbs, Jr.
Doyle E. Hobbs, Jr., Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of February ^{kn}~~December~~, 2019,
by Doyle E. Hobbs, Jr., Owner.



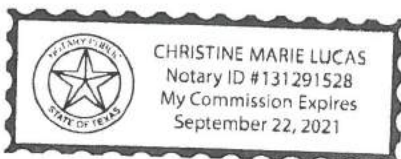
Kimber Matocha
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of January ⁹~~December~~, 2018,
by Odus Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HOBBS TRACT – 1 (R020543):

84.51 ACRES OUT OF THAT CERTAIN 169.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE J.H. FREDENBURGH SURVEY, ABSTRACT NO. 237, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF PARTITION DATED JUNE 9, 1992 AND RECORDED AS DOCUMENT NO. 1992019760, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hobbs 1

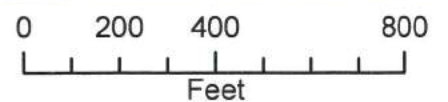


CR-132

R020543
84.51 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8K.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for 83.95 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON, FOR 83.95 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Harry Ronald Hanson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **83.95 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 8th day of December, 2018.

Harry Ronald Hanson
Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018,
by Harry Ronald Hanson, Owner.



Laurie A. Kunze
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

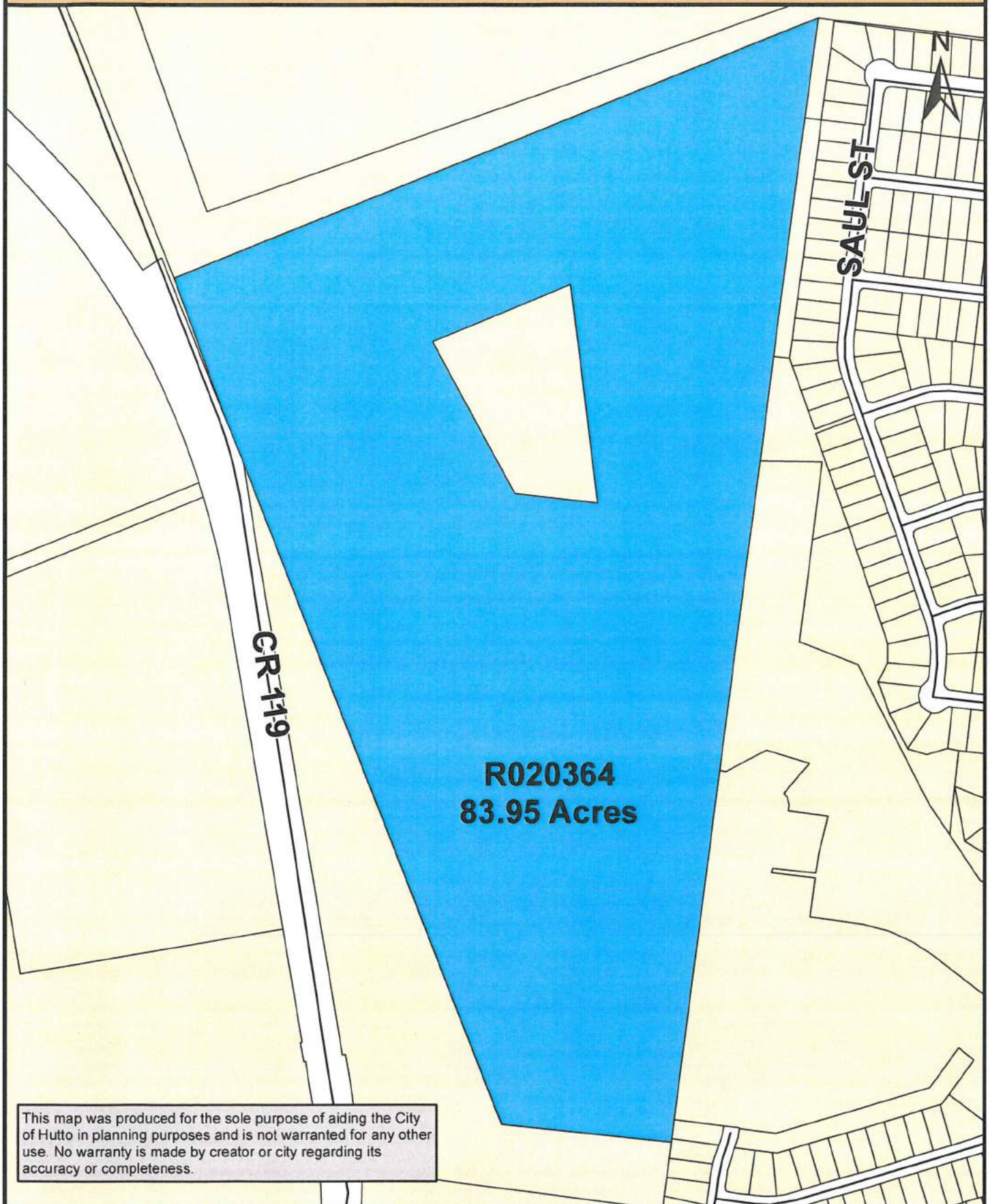
EXHIBIT "A"

LEGAL DESCRIPTION:

HANSON TRACT - 4 (R020364):

83.95 ACRES OUT OF THAT CERTAIN 103.111 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS; BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DEED DATED FEBRUARY 15, 2003 AND RECORDED AS DOCUMENT NO. 2006074636, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 4



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8L.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for 56.935 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JAMES L. AND CLAUDIA A. CRISLIP, FOR 56.935 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **James L. Crislip and Claudia A. Crislip** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **56.935 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

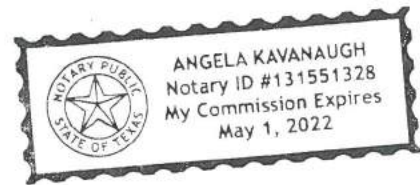
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 18 day of December, 2018.

James L. Crislip
James L. Crislip, Owner



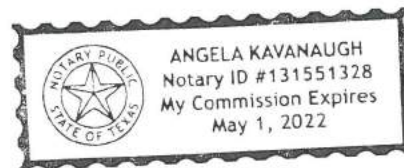
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of December, 2018, by James L. Crislip, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Claudia A. Crislip
Claudia A. Crislip, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of December, 2018, by Claudia A. Crislip, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of December, 2018,
by Odie Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

CRISLIP TRACT – 1 (R020611):

56.935 ACRES, 28.50 ACRES BEING OUT OF THAT CERTAIN 60.7 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, AND 28.435 ACRES BEING OUT OF THAT CERTAIN 34.17 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTORS DEED DATED SEPTEMBER 14, 2018 AND RECORDED AS DOCUMENT NO. 2018083501, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Crislip 1

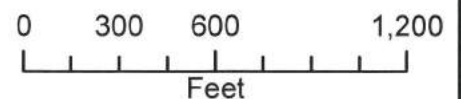


R020611
56.935
Acres

McCOY LN

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8M.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Albert P. Johnson, for 5.0 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALBERT P. JOHNSON, FOR 5.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Albert P. Johnson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Albert P. Johnson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 11 day of Dec, 2018.

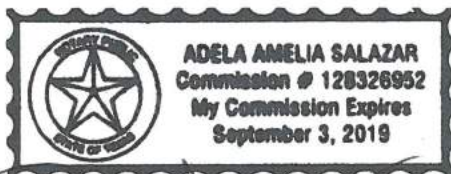


Albert P. Johnson, Owner

THE STATE OF TEXAS }

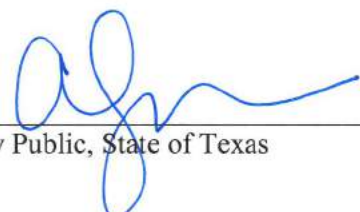
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11th day of December, 2018, by Albert P. Johnson, Owner.





Odis Jones
City Manager, City of Hutto, Texas

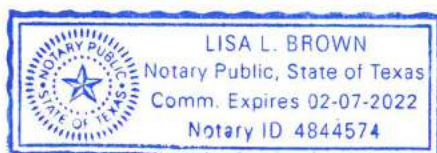


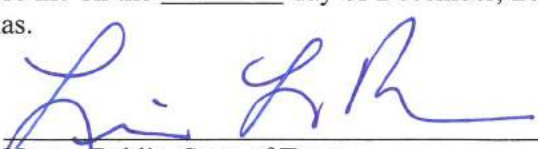
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

JOHNSON TRACT - 2 (R365971):

5.0 ACRES OUT OF THAT CERTAIN 107 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 23, 1996 AND RECORDED AS DOCUMENT NO. 9666258, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Johnson 2

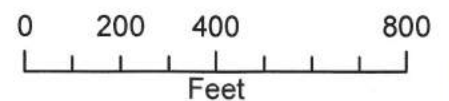


CR-133

R365971
5 Acres

CR-132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8N.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for 1.54 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JAMES L. AND CLAUDIA A. CRISLIP, FOR 1.54 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **James L. Crislip and Claudia A. Crislip** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.54 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

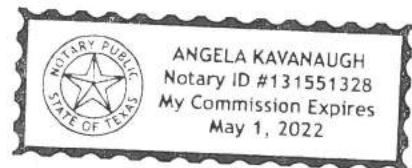
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 18 day of December, 2018.

James L. Crislip
James L. Crislip, Owner



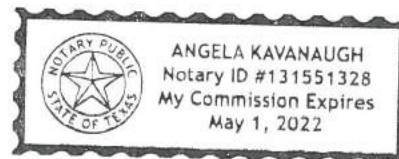
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of December, 2018, by James L. Crislip, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Claudia A. Crislip
Claudia A. Crislip, Owner

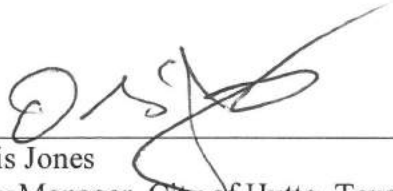


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of December, 2018, by Claudia A. Crislip, Owner.

Angela Kavanaugh
Notary Public, State of Texas

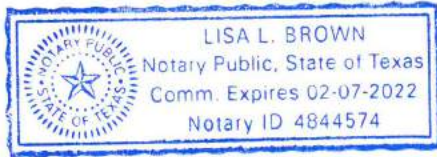


Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018,
by Odie Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

CRISLIP TRACT – 3 (R445681):

1.54 ACRES OUT OF THAT CERTAIN 509 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM GATLIN HEIRS SURVEY, ABSTRACT NO. 271, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTORS DEED DATED SEPTEMBER 14, 2018 AND RECORDED AS DOCUMENT NO. 2018083501, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Crislip 3



MCCOY LN

BAYLISS ST

R445681
1.54 Acres

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 80.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Cynthia Krueger, for 40.0 acres, more or less, of land, located on FM 3349. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CYNTHIA KRUEGER, FOR 40.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Cynthia Krueger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Cynthia Krueger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **40.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

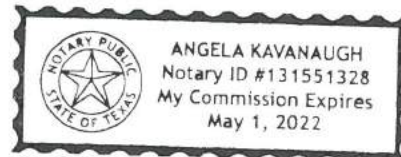
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 4 day of December, 2018.

Cynthia D. Krueger
Cynthia Krueger, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 4 day of December, 2018, by Cynthia Krueger, Owner.

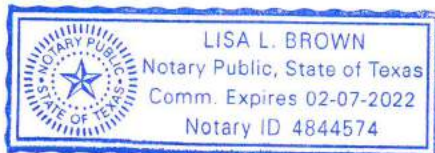
Angela Kavanaugh
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odus Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT – 2 (R346016):

78.35 ACRES OUT OF THAT CERTAIN 125 ACRE TRACT OF LAND, MORE OR LESS, BEING A PART OF THE J.J. STUBBLEFIELD AND THOMAS B. LEE SURVEYS, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED MAY 28, 2015 AND RECORDED IN DOCUMENT NO. 2015046325, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Krueger 2

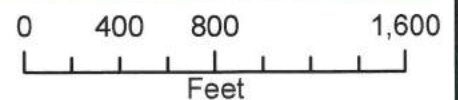


FM 3349

R346016
78.35 Acres

CR 132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8P.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Salvador H. Martinez, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SALVADOR H. MARTINEZ, FOR 5.129 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Salvador H. Martinez, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Salvador H. Martinez** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.129 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

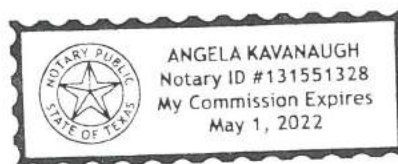
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 10 day of December, 2018.

Salvador H. Martinez
Salvador H. Martinez, Owner



THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 10 day of December, 2018, by Salvador H. Martinez, Owner.

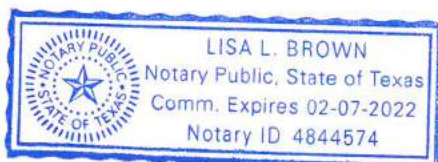
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MARTINEZ TRACT – 1 (R315950):

LOT 2 (5.129 ACRES), LOCKETT ADDITION, UNIT 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET J, SLIDE 85, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

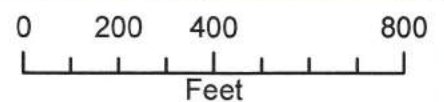
Martinez 1



CR-134

R315950
5.129 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8Q.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William and Frances Albert, for 15.28 acres, more or less, of land, located at the northwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM AND FRANCES ALBERT, FOR 15.28 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William and Frances Albert, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William Ernest Albert and Frances Marie Butler Albert** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **15.28 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

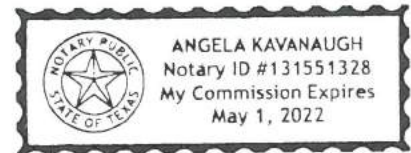
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 27 day of December, 2018.

William Ernest Albert
William Ernest Albert, Owner



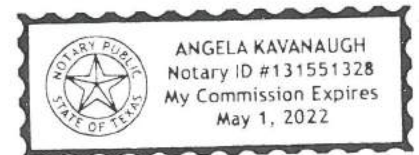
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018, by William Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Frances Marie Butler Albert
Frances Marie Butler Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018, by Frances Marie Butler Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

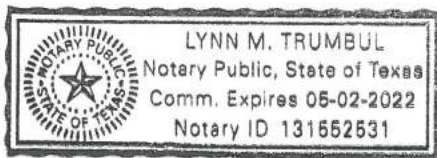


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT - (R474791):

15.28 ACRES OUT OF THAT CERTAIN 68.583 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED WITH VENDORS LIEN DATED NOVEMBER 3, 1977 AND RECORDED AS DOCUMENT NO. 19776951DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert



FM
1660

R474791
15.28 Acres

CHANDLER RD

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8R.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist, for 102.73 acres, more or less, of land, located on CR 100 north of Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PEGGY IRENE ALMQUIST, FOR 102.73 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Peggy Irene Almquist, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Peggy Irene Almquist** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **102.73 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

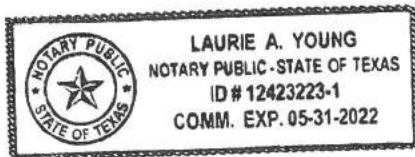
Entered into this 7 day of Jan, 2019.

Peggy Irene Almquist
Peggy Irene Almquist, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7 day of January 2019,
by Peggy Irene Almquist, Owner.



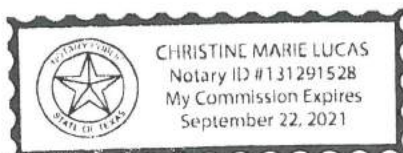
Laurie A. Young
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALMQUIST TRACT – 2 (R020343):

102.73 ACRES OUT OF THAT CERTAIN 145.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JUNE 17, 2014 AND RECORDED AS DOCUMENT NO. 2014080794, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Almquist 5



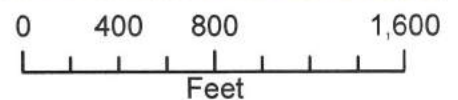
R020343
102.73 Acres

CR 130

CR 100

CHANDLER RD

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8S.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rick D. Kruger and Brenda Sladek and Timothy R. Kruger, for 100.98 acres, more or less, of land, located on the southeast corner of CR 119 and CR 118. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RICK D. KRUGER AND BRENDA SLADEK AND TIMOTHY R. KRUGER, FOR 100.98 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rick D. Kruger and Brenda Sladek and Timothy R. Kruger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Rick D. Kruger, Brenda Sladek and Timothy R. Kruger**, (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **100.98 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

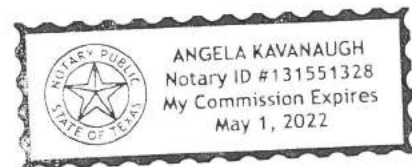
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 14 day of January, 2019.

Rick D. Kruger
Rick D. Kruger, Owner



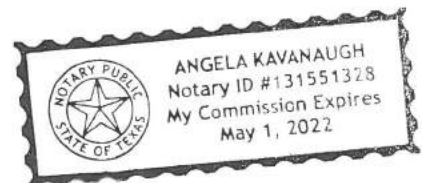
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January 2019,
by Rick D. Kruger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Brenda K. Sladek
Brenda K. Sladek, Owner



THE STATE OF TEXAS }

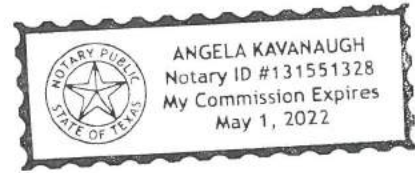
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January 2019,
by Brenda K. Sladek, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy R. Kruger

Timothy R. Kruger, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of ~~December~~, 2018, by Timothy R. Kruger, Owner.

January 2019 ^{AL}

Angela Kavanaugh
Notary Public, State of Texas

Odin Jones

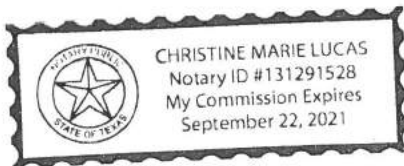
Odin Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of ~~December~~, 2018, by Odin Jones, City Manager, City of Hutto, Texas.

January 9



Christine Marie Lucas
Notary Public, State of Texas

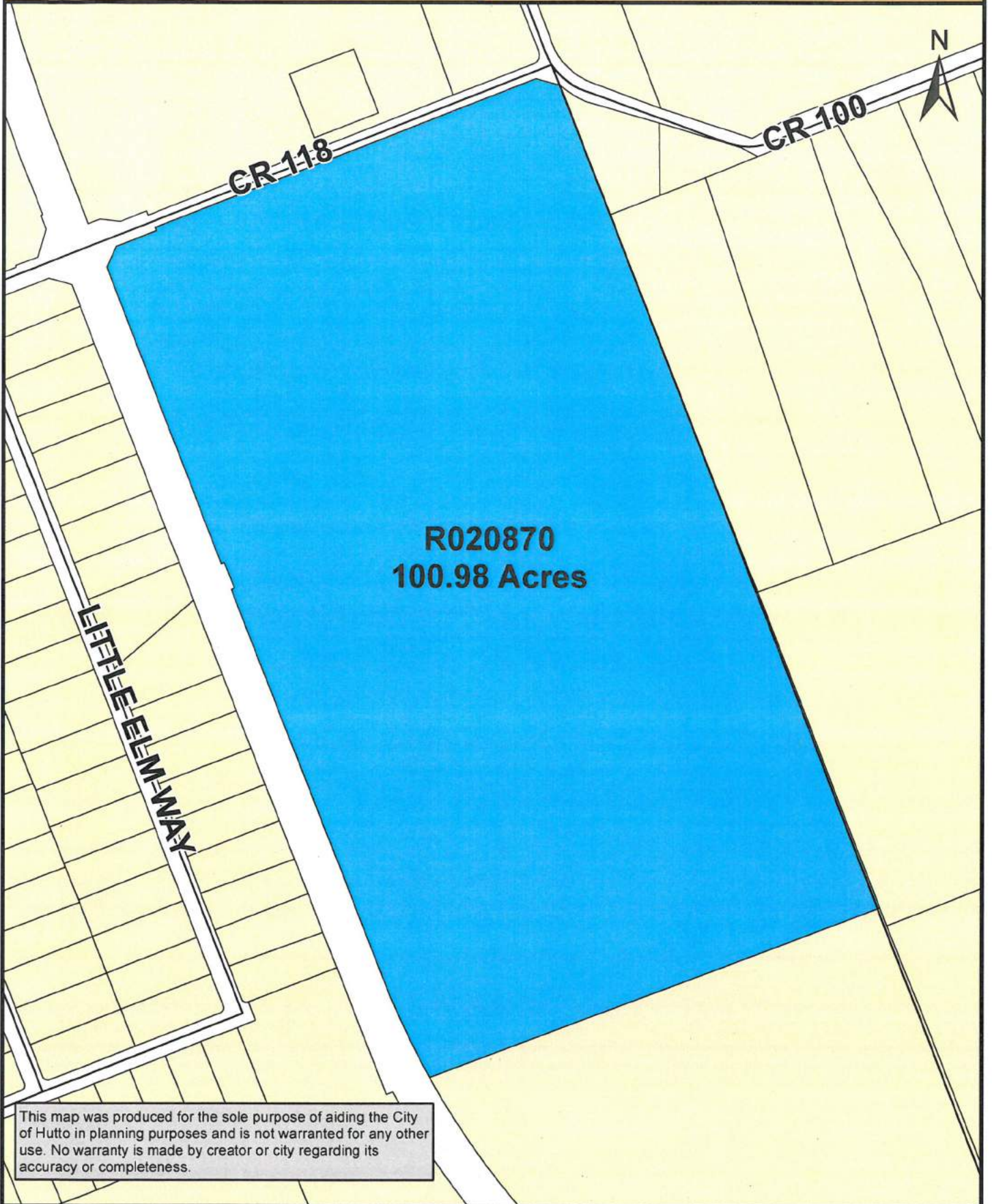
EXHIBIT "A"

LEGAL DESCRIPTION:

KRUGER TRACT - 1 (R020870):

100.98 ACRES OF LAND MORE OR LESS, SITUATED IN THE JAMES NEILL SURVEY, ABSTRACT NO. 477, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JUNE 3, 1998 AND RECORDED AS DOCUMENT NO. 9838805, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kruger 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8T.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Paul J. Drosche, for 15.0 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PAUL J. DROSCHÉ, FOR 15.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Paul J. Drosche, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Paul J. Drosche** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **15.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 7 day of January, 2019.


Paul J. Drosche, Owner

THE STATE OF TEXAS }

COUNTY OF LEE }

This instrument was acknowledged before me on the 7th day of ~~December, 2018,~~ ^{JANUARY, 2019}
by Paul J. Drosche, Owner.



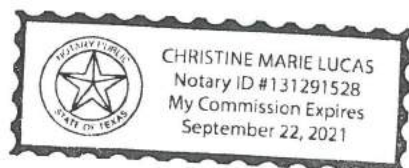

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December, 2018,~~ ^{January 9}
by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

DROSCHKE TRACT - (R338562):

15.0 ACRES OUT OF THAT CERTAIN 106.10 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CORRECTION WARRANTY DEED DATED APRIL 22, 1994 AND RECORDED AS DOCUMENT NO. 1994057550, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Drosche



CR-134

R338562
15 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8U.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judith S. Hobbs and Stormi L. Williams, for 9.78 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUDITH S. HOBBS AND STORMI. L. WILLIAMS, FOR 9.78 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Judith S. Hobbs and Stormi L. Williams, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Judith S. Hobbs and Stormi L. Williams** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **9.78 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 5. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, pending determination of the property’s permanent zoning in accordance with the provisions of applicable law and the City’s Code of Ordinances.

Section 6. 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

Section 7. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. 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.

Section 10. 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 11. Venue for this Agreement shall be in Williamson County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18th day of February, 2019.

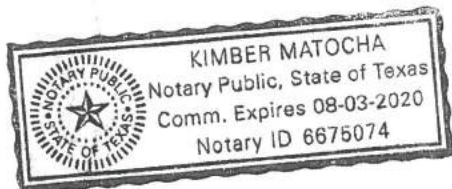


Judith S. Hobbs, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of ~~December~~ ^{February} Ku, 2019,
by Judith S. Hobbs, Owner.



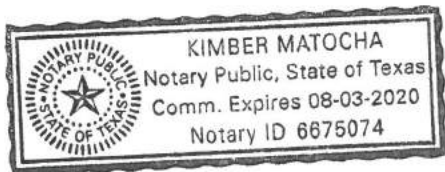
Kim Matocha
Notary Public, State of Texas

Stormi L. Williams
Stormi L. Williams, Owner Previously Known As Stormi L Williams

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of ~~December~~ ^{February} Ku, 2019,
by Stormi L. Williams, Owner.



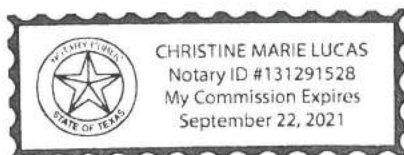
Kim Matocha
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of ~~December~~ ^{January} 9, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HOBBS TRACT – 3 (R330903):

9.78 ACRES OUT OF THAT CERTAIN 169.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE J.H. FREDENBURGH SURVEY, ABSTRACT NO. 237, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF PARTITION DATED JUNE 9, 1992 AND RECORDED AS DOCUMENT NO. 1992019760, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hobbs 3



CR-134

R330903
9.78 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8V.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Salvador H. Martinez, for 7.107 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SALVADOR H. MARTINEZ, FOR 7.107 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Salvador H. Martinez, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Salvador H. Martinez** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.107 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

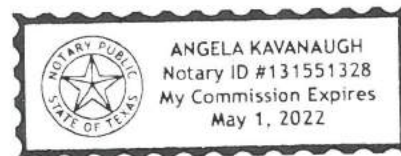
Entered into this 10 day of December, 2018.



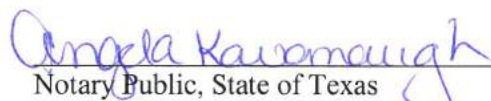
Salvador H. Martinez, Owner

THE STATE OF TEXAS }

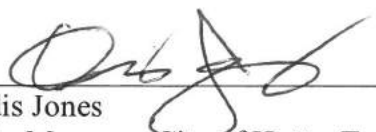
COUNTY OF Williamson }



This instrument was acknowledged before me on the 10 day of December, 2018, by Salvador H. Martinez, Owner.



Notary Public, State of Texas

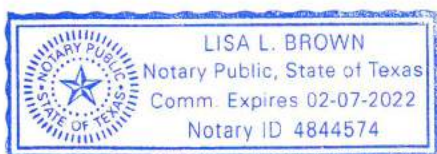


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MARTINEZ TRACT – 2 (R494290):

7.107 ACRES OUT OF THAT CERTAIN 32.55 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED FEBRUARY 12, 2009 AND RECORDED AS DOCUMENT NO. 2009010475, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

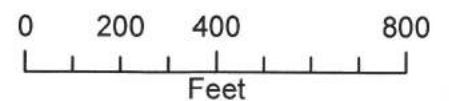
Martinez 2



R494290
7.107 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8W.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist, for 8.965 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PEGGY IRENE ALMQUIST, FOR 8.965 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Peggy Irene Almquist, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Peggy Irene Almquist** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.965 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

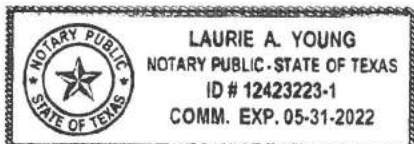
Entered into this 7 day of Jan, 20 19.

Peggy Irene Almquist
Peggy Irene Almquist, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7 day of January 2019, by Peggy Irene Almquist, Owner.



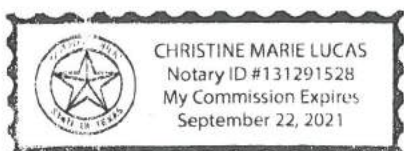
Laurie A Young
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of January, 20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALMQUIST TRACT – 3 (R328470):

8.965 ACRES OUT OF THAT CERTAIN 1.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND THAT CERTAIN 145.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, THE LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED DECEMBER 2, 1975 AND RECORDED AS DOCUMENT NO. 19750159DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Almquist 4



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8X.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Albert Porter Johnson and Nancy Ann Wendland, for 50.74 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALBERT PORTER JOHNSON AND NANCY ANN WENDLAND, FOR 50.74 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Albert Porter Johnson and Nancy Ann Wendland, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Albert Porter Johnson and Nancy Ann Wendland** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **50.74 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

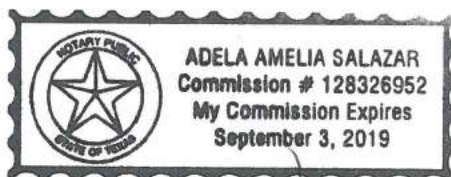
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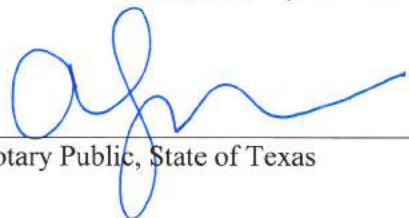

Albert Porter Johnson. Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11th day of December, 2018, by Albert Porter Johnson, Owner.



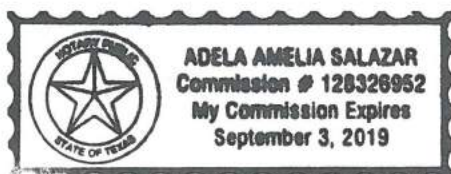

Notary Public, State of Texas

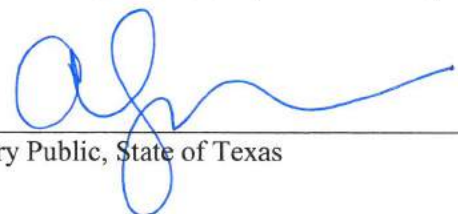

Nancy Ann Wendland. Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11th day of December, 2018, by Nancy Ann Wendland, Owner.




Notary Public, State of Texas

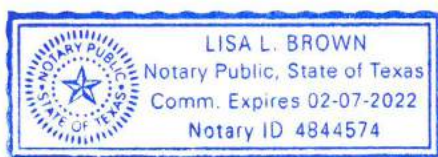


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018,
by Odhis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

JOHNSON TRACT - 1 (R365975):

50.74 ACRES OUT OF THAT CERTAIN 107 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED OCTOBER 1, 1941 AND RECORDED IN VOLUME 309, PAGE 269, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Johnson 1



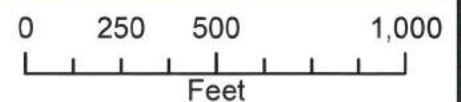
CR 133

R365975
50.74 Acres

BLANCO DR

GR 132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8Y.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rick D. Kruger, for 1.471 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RICK D. KRUGER, FOR 1.471 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rick D. Kruger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Rick D. Kruger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.471 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

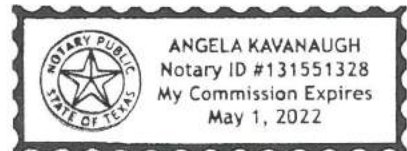
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 14 day of January, 2019.

Rick D. Kruger
Rick D. Kruger, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January, 2019,
by Rick D. Kruger, Owner.

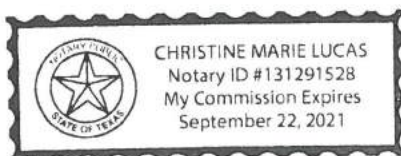
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUGER TRACT - 2 (R321999):

1.471 ACRES OF LAND MORE OR LESS, SITUATED IN THE JAMES NEILL SURVEY, ABSTRACT NO. 477, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JUNE 3, 1998 AND RECORDED AS DOCUMENT NO. 9838806, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kruger 2

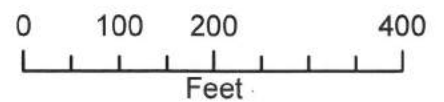


CR-118

R321999
1.471
Acres

CR-100

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8Z.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Iola Sturm, for 62.956 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND IOLA STURM, FOR 62.956 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Iola Sturm, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Iola Sturm** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **62.956 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

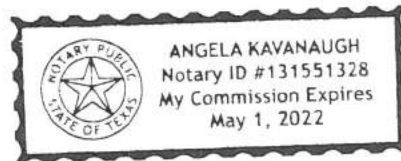
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18 day of December, 20 18.

Iola Sturm
Iola Sturm, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 18 day of December, 2018, by Iola Sturm, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

STURM TRACT - (R084539):

62.956 ACRES OUT OF THAT CERTAIN 90.0 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED WITH VENDOR'S LIEN DATED APRIL 24, 1985 AND RECORDED IN VOLUME 1174, PAGE 282, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

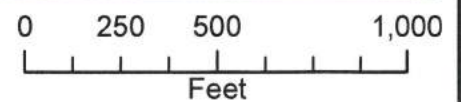
Sturm



FM
1660

R084539
62.956 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8AA.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 6.486 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GABRIEL M. AND MIRNA ESPINO, FOR 6.486 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gabriel M. Espino and Mirna Espino** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **6.486 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

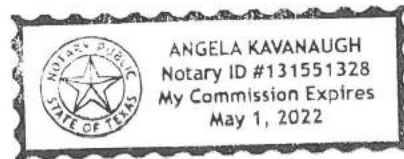
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 16 day of January, 2019.



Gabriel M. Espino, Owner



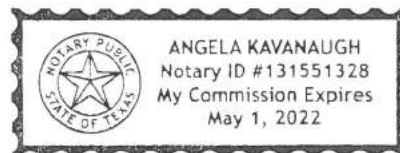
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019 ^{AK}
by Gabriel M. Espino, Owner.


Notary Public, State of Texas

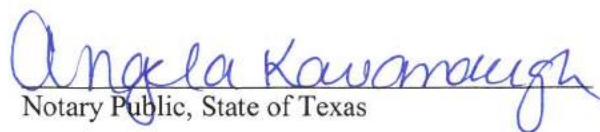

Mirna Espino, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019 ^{AK}
by Mirna Espino, Owner.


Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December~~ January, 201~~8~~⁹,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ESPINO TRACT – 1 (R020559):

6.486 ACRES OUT OF THAT CERTAIN 9.996 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 AND THE M. FARLEY SURVEY, ABSTRACT NO. 238, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED JULY 31, 2018 AND RECORDED AS DOCUMENT NO. 2018067712, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

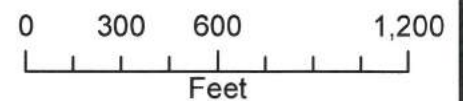
Espino 1



CR-134

R020559
6.49 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8BB.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Larry John Matl, for 5.0 acres, more or less, of land, located on FM 3349. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND LARRY JOHN MATL, FOR 5.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Larry John Matl, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Larry John Matl** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

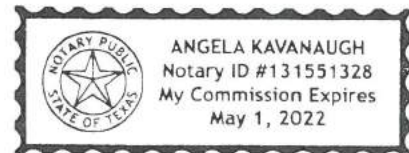
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 3 day of January, 2019.

Larry John Matl
Larry John Matl, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 3 day of January, 2019,
by Larry John Matl, Owner.

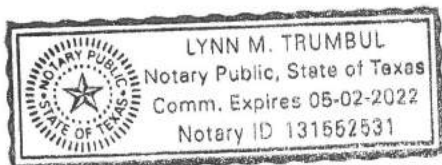
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MATL TRACT - (R082165):

5.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J. J. STUBBLEFIELD AND THOMAS B. LEE SURVEYS, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED NOVEMBER 21, 1985 AND RECORDED AS DOCUMENT NO. 1985044676, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Matl



R082165
5 Acres

FM-3349

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8CC.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for 19.81 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RICKY D. KRUGER AND BRENDA K. SLADEK AND TIMOTHY R. KRUGER, FOR 19.81 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **19.81 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

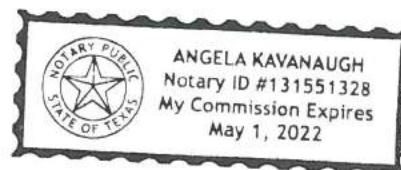
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 14 day of January, 2019.

Ricky D. Kruger
Ricky D. Kruger, Owner



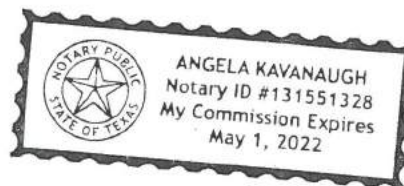
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January 2019^{AK},
by Ricky D. Kruger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Brenda K. Sladek
Brenda K. Sladek, Owner



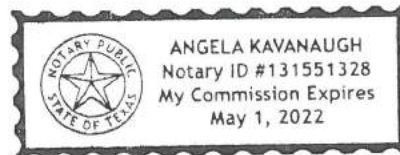
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January 2019,
by Brenda K. Sladek, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy R. Kruger
Timothy R. Kruger, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January ^{AC} ~~December, 2018~~,
by Timothy R. Kruger, Owner.

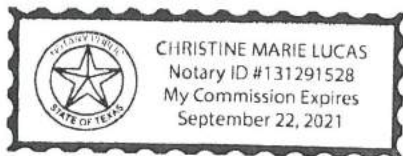
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January ~~December, 2018~~,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUGER TRACT - 3 (R325517):

19.81 ACRES OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED DECEMBER 20, 2016 AND RECORDED AS DOCUMENT NO. 2016121073, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

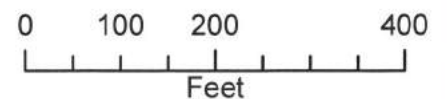
Kruger 3

FM
1660



R325517
19.81 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8DD.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for 20.0 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JAMES L. AND CLAUDIA A. CRISLIP, FOR 20.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and James L. and Claudia A. Crislip, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **James L. Crislip and Claudia A. Crislip** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

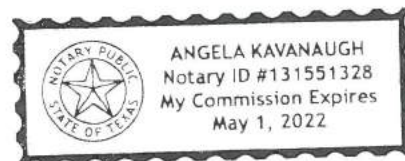
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 18 day of December, 2018.

James L. Crislip
James L. Crislip, Owner



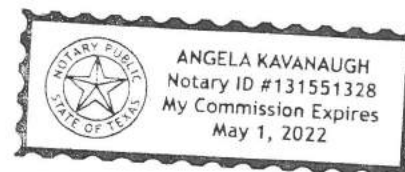
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of December, 2018, by James L. Crislip, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Claudia A. Crislip
Claudia A. Crislip, Owner

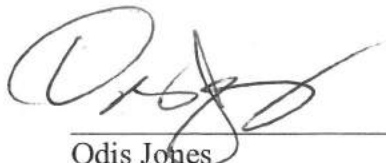


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of December, 2018, by Claudia A. Crislip, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018,
by Odie Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

CRISLIP TRACT – 1 (R020611):

56.935 ACRES, 28.50 ACRES BEING OUT OF THAT CERTAIN 60.7 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, AND 28.435 ACRES BEING OUT OF THAT CERTAIN 34.17 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTORS DEED DATED SEPTEMBER 14, 2018 AND RECORDED AS DOCUMENT NO. 2018083501, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Crislip 2



CAMELLIA DR

FOXGLOVE DR

R330394
20 Acres

MCCOY LN

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8EE.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 3.51 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GABRIEL M. AND MIRNA ESPINO, FOR 3.51 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gabriel M. Espino and Mirna Espino** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **3.51 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

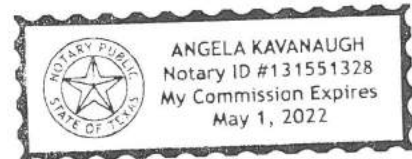
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 16 day of January, 2019.

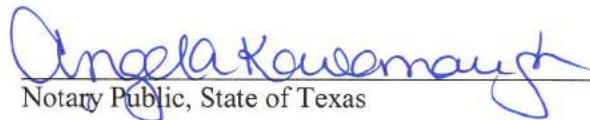

Gabriel M. Espino, Owner



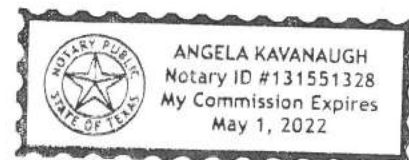
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January 2019, ^{AK}
by Gabriel M. Espino, Owner.


Notary Public, State of Texas

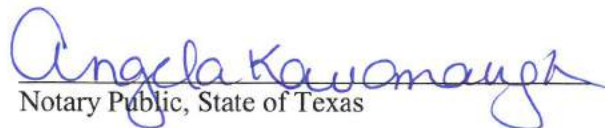

Mirna Espino, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January 2019, ^{AK}
by Mirna Espino, Owner.


Notary Public, State of Texas

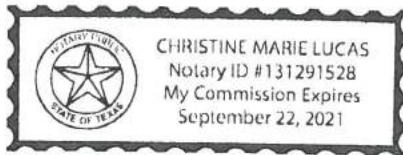


Odys Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December~~^{January}, 201~~8~~⁹,
by Odys Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ESPINO TRACT – 2 (R020602):

3.51 ACRES OUT OF THAT CERTAIN 9.996 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 AND THE M. FARLEY SURVEY, ABSTRACT NO. 238, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED JULY 31, 2018 AND RECORDED AS DOCUMENT NO. 2018067712, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

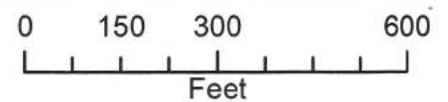
Espino 2



R020602
3.51 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8FF.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judy S. and Doyle E. Hobbs, Sr., for 96.287 acres, more or less, of land, located on FM 3349. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUDY S. AND DOYLE E. HOBBS, SR., FOR 96.287 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Judy S. and Doyle E. Hobbs, Sr., for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Judy S. Hobbs and Doyle E. Hobbs, Sr.** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **96.287 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 5. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, pending determination of the property’s permanent zoning in accordance with the provisions of applicable law and the City’s Code of Ordinances.

Section 6. 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

Section 7. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. 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.

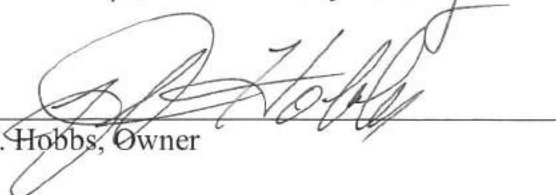
Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Williamson County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18th day of February, 2019.

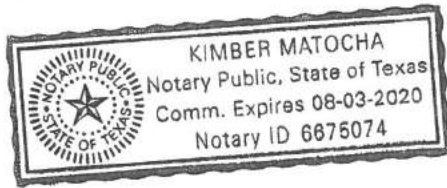


Judith S. Hobbs, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of February ^{kn}~~December~~, 2019,
by Judith S. Hobbs, Owner.



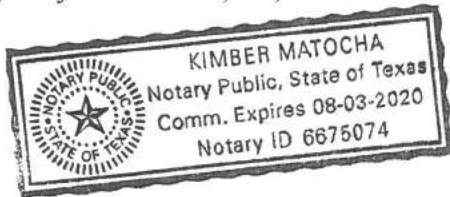
Kim Matocha
Notary Public, State of Texas

Doyle E. Hobbs Sr.
Doyle E. Hobbs, Sr., Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of February ^{kn}~~December~~, 2019,
by Doyle E. Hobbs, Sr., Owner.



Kim Matocha
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of January ~~December~~, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HOBBS TRACT – 4 (R020837):

96.287 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM MULLEN SURVEY, ABSTRACT NO. 446, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED OF GIFT DATED DECEMBER 27, 2012 AND RECORDED AS DOCUMENT NO. 2012108041, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hobbs 4



R020837
96.287 Acres

FM-3349

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8GG.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and John T. and Delia R. Myers, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JOHN T. AND DELIA R. MYERS, FOR 5.129 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and John T. and Delia R. Myers, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **John T. Myers and Delia R. Myers** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.129 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

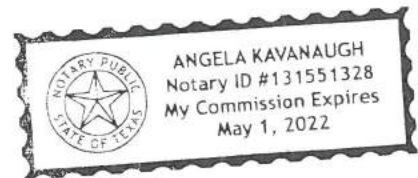
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 11 day of January, 2019.

John T. Myers
John T. Myers, Owner



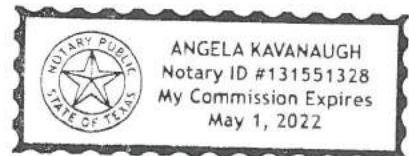
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of January 2019, ~~December, 2018~~, by John T. Myers, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Delia R. Myers
Delia R. Myers, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of January 2019, ~~December, 2018~~, by Delia R. Myers, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MYERS TRACT – (R315971):

LOT 5 (5.129 ACRES), LOCKETT ADDITION, UNIT 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET J, SLIDES 85-86, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Myers



CR-134

R315971
5.129 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8HH.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael C. Lidell, Trustee of the Michael C. Lidell Revocable Trust and Jon M. Lidell and Lynn R. Lidell, for 106.91 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL C. LIDELL, TRUSTEE OF THE MICHAEL C. LIDELL REVOCABLE TRUST AND JON M. LIDELL AND LYNN R. LIDELL, FOR 106.91 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Michael C. Lidell, trustee of the Michael C. Lidell Revocable Trust and Jon M. Lidell and Lynn R. Lidell, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Michael C. Lidell, Trustee of the Michael C. Lidell Revocable Trust, and Jon M. Lidell, and Lynn R. Lidell** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **106.91 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 29 day of December, 2018.

Michael C. Lidell
Michael C. Lidell, Trustee of the Michael C. Lidell Revocable Trust, Owner

THE STATE OF MARYLAND }

COUNTY OF MONTGOMERY }

This instrument was acknowledged before me on the 29th day of December, 2018, by Michael C. Lidell, Trustee of the Michael C. Lidell Revocable Trust, Owner.

Gloria Debord
Notary Public, State of ~~Texas~~ Maryland

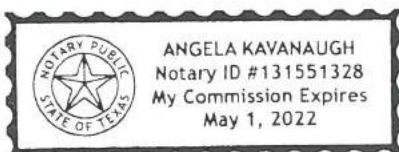
Jon M. Lidell
Jon M. Lidell, Owner

GLORIA DEBORD
NOTARY PUBLIC
MONTGOMERY COUNTY MD
MY COMMISSION EXPIRES
05/30/2022

THE STATE OF Texas }

COUNTY OF Williamson

This instrument was acknowledged before me on the 25 day of January, 2019, by Jon M. Lidell, Owner.



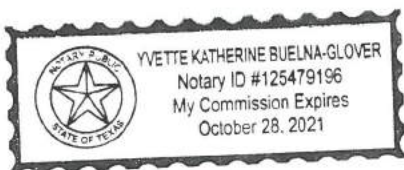
Angela Kavanaugh
Notary Public, State of Texas

Lynn R. Lidell, owner
Lynn R. Lidell, Owner

THE STATE OF Texas }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 23rd day of January, 2019,
by Lynn R. Lidell, Owner.



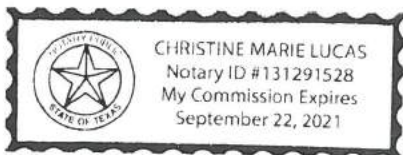
Yvette K Buelna-Glover
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

LIDELL TRACT (R020375):

106.91 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JULY 1, 2017 AND RECORDED AS DOCUMENT NO. 2017063575, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Lidell

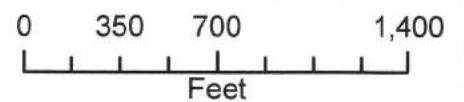


R020375
106.91
Acres

CR-133

CR-132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8II.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Charles Mervin and Grace E. Walker, for 105.75 acres, more or less, of land, located on CR 133. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CHARLES MERVIN AND GRACE E. WALKER, FOR 105.75 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Charles Mervin and Grace E. Walker, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Charles Mervin Walker and Grace E. Walker** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **105.75 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

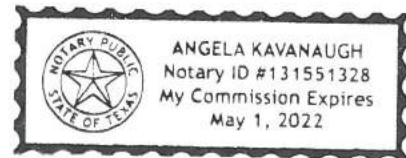
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 7 day of January, 2019.

Charles Mervin Walker
Charles Mervin Walker, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7 day of January, 2019,
by Charles Mervin Walker, Owner.

Angela Kavanaugh
Notary Public, State of Texas

E M W

Grace E. Walker, Owner

DECEASED

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of December, 2018,
by Grace E. Walker, Owner.

Notary Public, State of Texas

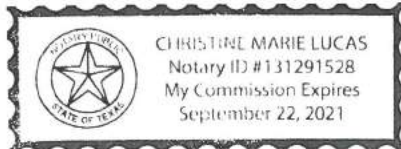


Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December~~ ^{January}, 2018, ⁹
by Odie Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

WALKER TRACT (R020375):

105.75 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 10, 1965 AND RECORDED IN VOLUME 484, PAGE 331, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Walker



GR-133
R020380
105.75 Acres

GR-132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8JJ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 7.10 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GABRIEL M. AND MIRNA ESPINO, FOR 7.10 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gabriel M. Espino and Mirna Espino** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.10 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

The Owner may construct a storage structure for vehicles on the Property per the Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

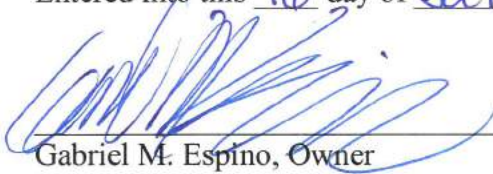
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

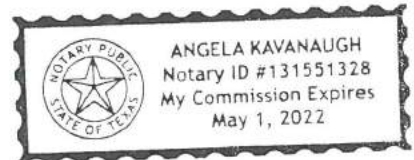
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 16 day of January, 2019.



Gabriel M. Espino, Owner



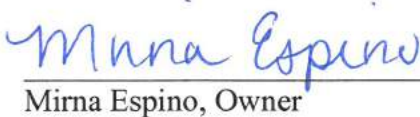
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

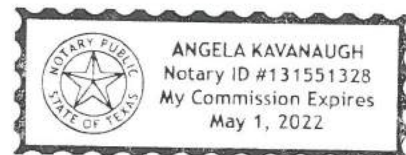
This instrument was acknowledged before me on the 16 day of January, 2019,
by Gabriel M. Espino, Owner.



Notary Public, State of Texas



Mirna Espino, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019,
by Mirna Espino, Owner.



Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December~~ ^{January}, 201~~8~~ ⁹,
by Odie Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ESPINO TRACT – 3 (R345084):

7.10 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 AND THE M. FARLEY SURVEY, ABSTRACT NO. 238, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED JULY 30, 2018 AND RECORDED AS DOCUMENT NO. 2018067702, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

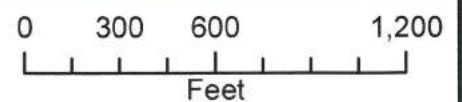
Espino 3



CR 134

R345084
7.1 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8KK.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judith S. Hobbs and Stormi L. Williams, for 71.73 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUDITH S. HOBBS AND STORMI. L. WILLIAMS, FOR 71.73 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Judith S. Hobbs and Stormi L. Williams, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Judith S. Hobbs and Stormi L. Williams** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **71.73 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 5. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, pending determination of the property’s permanent zoning in accordance with the provisions of applicable law and the City’s Code of Ordinances.

Section 6. 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

Section 7. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. 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.

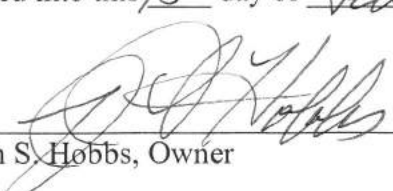
Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Williamson County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18th day of February, 2019.

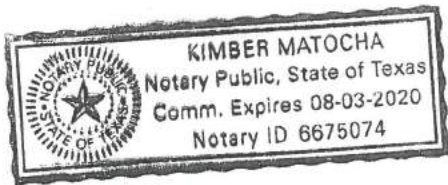


Judith S. Hobbs, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of February ^K~~December~~, 2019,
by Judith S. Hobbs, Owner.



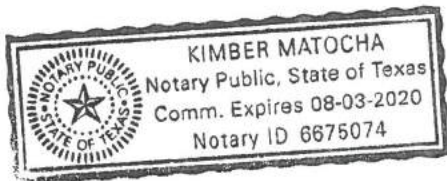
Kim Matocha
Notary Public, State of Texas

Stormi L. Williams
Stormi L. Williams, Owner Previously Known As Stormi, L. Williams

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of February ^K~~December~~, 2019,
by Stormi L. Williams, Owner.



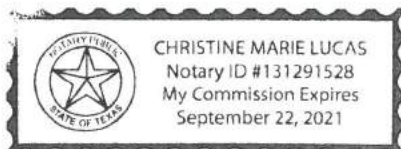
Kim Matocha
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of January ~~December~~, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HOBBS TRACT – 2 (R020604):

71.73 ACRES OUT OF THAT CERTAIN 169.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF PARTITION DATED JUNE 9, 1992 AND RECORDED AS DOCUMENT NO. 1992019760, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

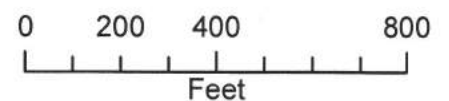
Hobbs 2



CR-134

R020604
71.73 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8LL.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for 59.532 acres, more or less, of land, located on CR 130 and Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RICKY D. KRUGER AND BRENDA K. SLADEK AND TIMOTHY R. KRUGER, FOR 59.532 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ricky D. Krueger, and Brenda K. Sladek, and Timothy R. Kruger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **59.532 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

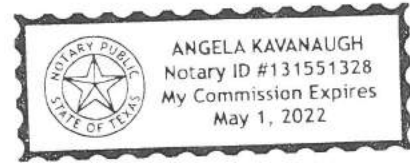
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 4 day of March, 2019.

Ricky D. Krueger
Ricky D. Krueger, Owner



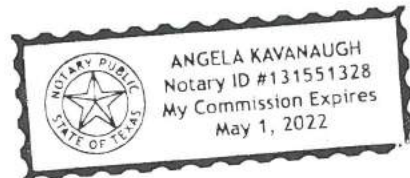
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of March, 2019, by Ricky D. Krueger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Brenda K. Sladek
Brenda K. Sladek, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13 day of March, 2019, by Brenda K. Sladek, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy R. Kruger

Timothy R. Kruger, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of March, 2019, by Timothy R. Kruger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of March, 2019, by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas
Notary Public, State of Texas

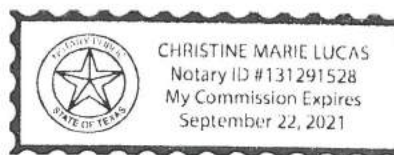


EXHIBIT "A"

LEGAL DESCRIPTION:

KRUGER TRACT – 2 (R543369):

59.532 ACRES OUT OF THAT CERTAIN 122.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, THE LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTORS DEED DATED DECEMBER 20, 2016 AND RECORDED AS DOCUMENT NO. 2016121073, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kruger 4



CHANDLER RD

CR 130

R543369
59.532 Acres

CR 100

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8MM.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Christopher J. and Ashley R. Salisbury, for 4.64 acres, more or less, of land, located at CR 133 and FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CHRISTOPHER J. AND ASHLEY R. SALISBURY, FOR 4.64 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Christopher J. and Ashley R. Salisbury, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Christopher J. Salisbury and Ashley R. Salisbury** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.64 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

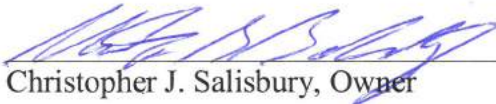
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

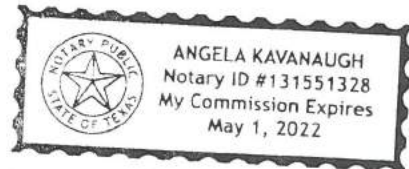
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 17 day of January, 2019.

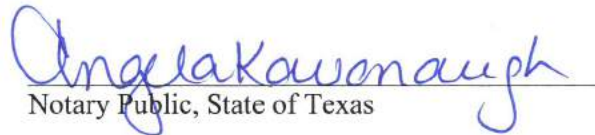

Christopher J. Salisbury, Owner



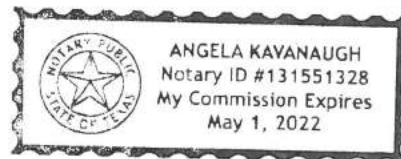
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of January 2019,
by Christopher J. Salisbury, Owner.


Notary Public, State of Texas


Ashley R. Salisbury, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of January 2019,
by Ashley R. Salisbury, Owner.


Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December~~ January, 2018 ⁹,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SALISBURY TRACT (R325515):

4.64 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED MAY 25, 2012 AND RECORDED IN DOCUMENT NO. 2012039498, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Salisbury



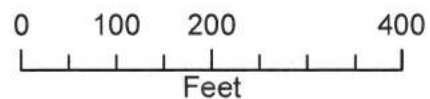
FM
1660

R331236
4.64 Acres

CR-394

CR-133

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8NN.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for 3.897 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GABRIEL M. AND MIRNA ESPINO, FOR 3.897 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gabriel M. and Mirna Espino, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gabriel M. Espino and Mirna Espino** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **3.897 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

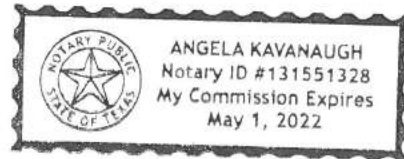
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 16 day of January, 20 19.



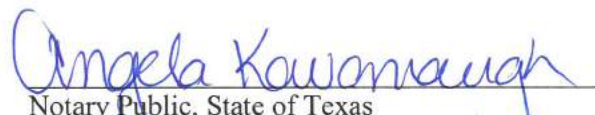
Gabriel M. Espino, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

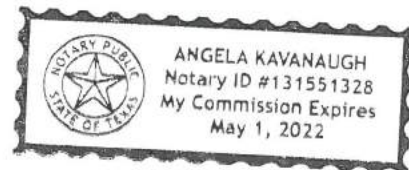
This instrument was acknowledged before me on the 16 day of January, 20 19, by Gabriel M. Espino, Owner.



Notary Public, State of Texas



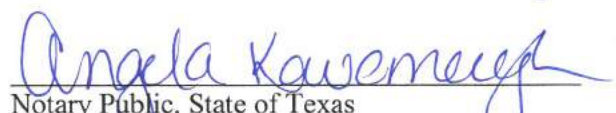
Mirna Espino, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 20 19, by Mirna Espino, Owner.



Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ESPINO TRACT – (R345083):

3.897 ACRES OUT OF THAT CERTAIN 10.997 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 AND THE M. FARLEY SURVEY, ABSTRACT NO. 238, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JUNE 28, 1995 AND RECORDED AS DOCUMENT NO. 1995028987, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

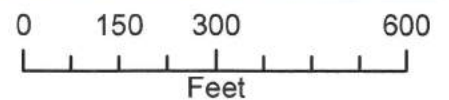
Espino 4



CR-134

R345083
3.897
Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 800.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Charles V. and Gloria Jaecks, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CHARLES V. AND GLORIA JAECKS, FOR 5.129 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Charles V. and Gloria Jaecks, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Charles V. Jaecks and Gloria Jaecks** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.129 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

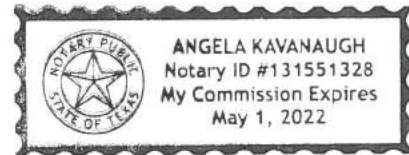
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 11 day of January, 2019.

Charles V. Jaecks
Charles V. Jaecks, Owner



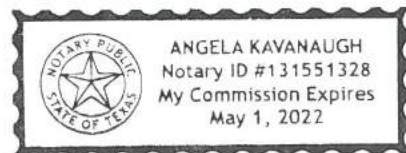
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of January, 2019,
by Charles V. Jaecks, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Gloria Jaecks
Gloria Jaecks, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of January, 2019,
by Gloria Jaecks, Owner.

Angela Kavanaugh
Notary Public, State of Texas

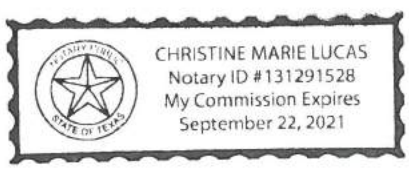


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

JAECKS TRACT – (R315961):

LOT 4 (5.129 ACRES), LOCKETT ADDITION, UNIT 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET J, SLIDES 85-86, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

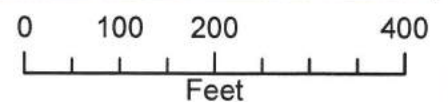
Jaecks



CR-134

R315961
5.129 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8PP.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Cynthia Krueger, for 78.35 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CYNTHIA KRUEGER, FOR 78.35 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Cynthia Krueger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Cynthia Krueger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **78.35 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

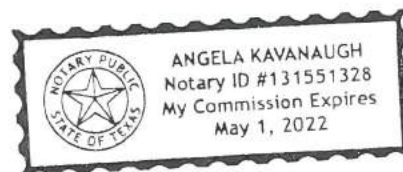
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 4 day of December, 2018.

Cynthia D. Krueger
Cynthia Krueger, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of December, 2018, by Cynthia Krueger, Owner.

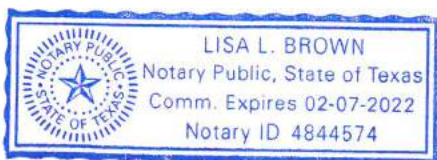
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT – 1 (R020706):

40.0 ACRES OF LAND MORE OR LESS, BEING A PART OF THE T.B. LEE, J.J. STUBBLEFIELD AND JOHN KUYKENDALL SURVEYS, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED MAY 28, 2015 AND RECORDED IN DOCUMENT NO. 2015046325, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Krueger 1



CR-132

R020706
40 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8QQ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for 102.48 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RICKY D. KRUGER AND BRENDA K. SLADEK AND TIMOTHY R. KRUGER, FOR 102.48 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ricky D. Kruger and Brenda K. Sladek and Timothy R. Kruger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ricky D. Krueger, and Brenda K. Sladek, and Timothy R. Kruger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **102.48 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

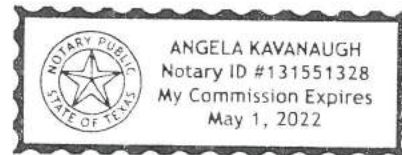
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 4 day of March, 2019.

Ricky D. Krueger
Ricky D. Krueger, Owner



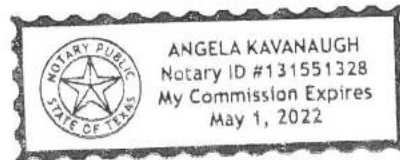
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of March, 2019, by Ricky D. Krueger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Brenda K. Sladek
Brenda K. Sladek, Owner



THE STATE OF TEXAS }

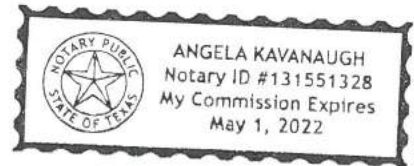
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of March, 2019, by Brenda K. Sladek, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy R. Kruger

Timothy R. Kruger, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of March, 2019, by Timothy R. Kruger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of March, 2019, by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas
Notary Public, State of Texas

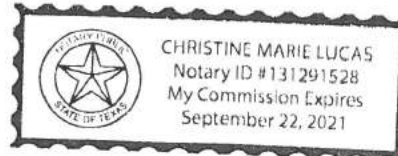


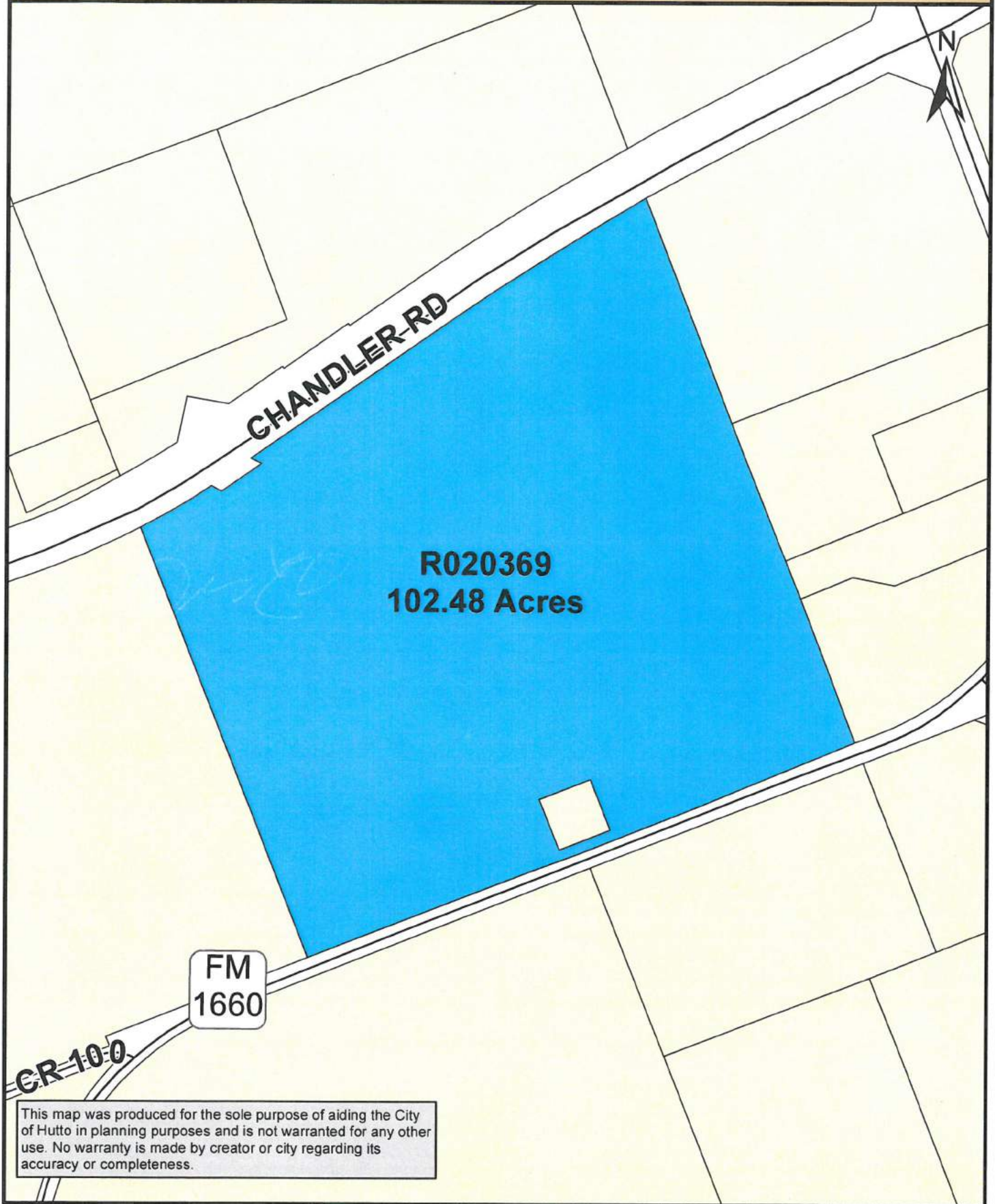
EXHIBIT "A"

LEGAL DESCRIPTION:

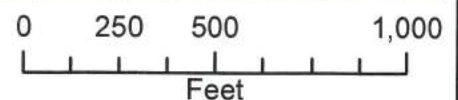
KRUGER TRACT – 1 (R020369):

102.48 ACRES OUT OF THAT CERTAIN 163.89 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, THE LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTORS DEED DATED DECEMBER 20, 2016 AND RECORDED AS DOCUMENT NO. 2016121073, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kruger 6



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8RR.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for 4.634 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON, FOR 4.634 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Harry Ronald Hanson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.634 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 8th day of December, 2018.

Harry Ronald Hanson
Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Harry Ronald Hanson, ~~Owner~~.



Laurie A. Runze
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HANSON TRACT - 5 (R392663):

BEING A 4.634 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS; BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED APRIL 28, 1998 AND RECORDED AS DOCUMENT NO. 199928615, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 5



R392663
4.634
Acres

CR 119

SAUL ST

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8SS.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Howard R. and Brenda Sladek, for 41.260 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HOWARD R. AND BRENDA SLADEK, FOR 41.260 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Howard R. and Brenda Sladek, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Howard R. Sladek and Brenda Sladek** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **41.260 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

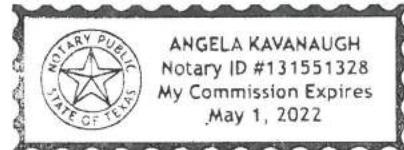
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 14 day of January, 2019.

Howard R. Sladek

Howard R. Sladek, Owner



THE STATE OF TEXAS }

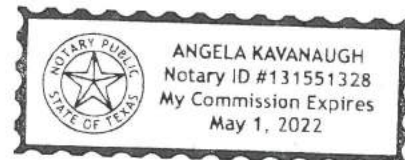
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January 2019,
by Howard R. Sladek, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Brenda Sladek

Brenda Sladek, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January 2019,
by Brenda Sladek, Owner.

Angela Kavanaugh
Notary Public, State of Texas

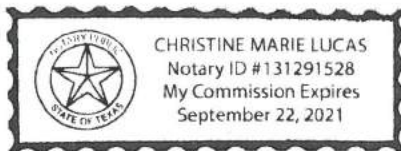


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of ~~December~~ ^{February}, 201~~8~~⁹,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SLADEK TRACT (R020368):

41.26 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED AS 14.0 ACRES AND 27.36 ACRES, IN VOLUME 867, PAGE 90, DATED NOVEMBER 30, 1981, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Sladek



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8TT.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elva Rhea Carlson, for 79.0 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ELVA RHEA CARLSON, FOR 79.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Elva Rhea Carlson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Elva Rhea Carlson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **79.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

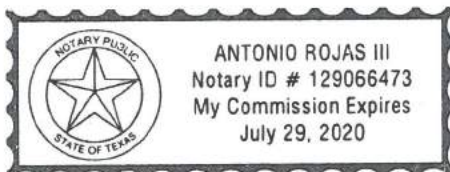
Entered into this 11th day of DECEMBER 20 18.

Elva Rhea Carlson
Elva Rhea Carlson, Owner

THE STATE OF TEXAS }

COUNTY OF Travis }

This instrument was acknowledged before me on the 11th day of December, 2018, by Elva Rhea Carlson, Owner.



[Signature]
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

CARLSON TRACT - (R020698):

79.0 ACRES OUT OF THAT CERTAIN 92.74 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED MAY 14, 1982 AND RECORDED AS DOCUMENT NO. 19824239DRA, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

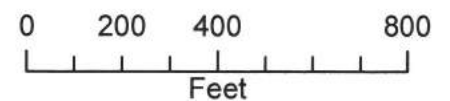
Carlson



CR 132

R020698
79 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8UU.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mary Dolores Garlick, for 15.427 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARY DOLORES GARLICK, FOR 15.427 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Mary Dolores Garlick, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Mary Dolores Garlick** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **15.427 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

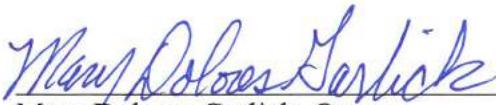
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

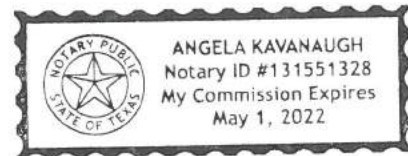
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 23 day of January, 20 19.



Mary Dolores Garlick, Owner

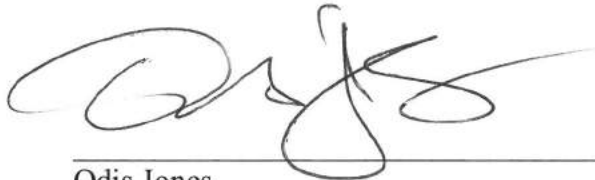


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Mary Dolores Garlick, Owner.


Notary Public, State of Texas

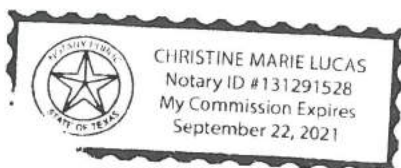


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

GARLICK TRACT - (R338561):

15.427 ACRES OUT OF THAT CERTAIN 32.55 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED APRIL 22, 2008 AND RECORDED AS DOCUMENT NO. 2008040228, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

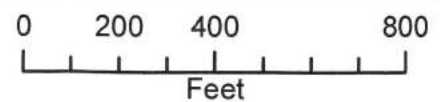
Garlick



R338561
15.427 Acres

GR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8VV.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Laverne Hagood Trust, for 5.129 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE LAVERNE HAGOOD TRUST, FOR 5.129 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Laverne Hagood Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **The Laverne Hagood Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.129 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure, and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

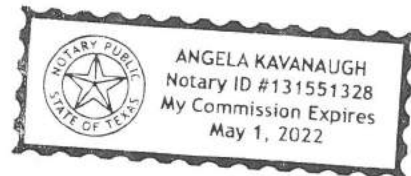
Entered into this 24 day of January, 20 19.

Larry Hagood
Owner

Printed Name: Larry Hagood

Title: Trustee

The Laverne Hagood Trust, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24 day of January, 2019,
by Larry Hagood, Trustee of The Laverne Hagood
Trust, Owner.

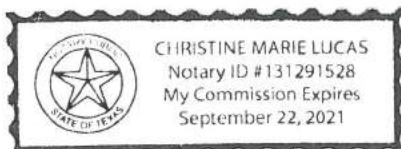
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HAGOOD TRACT – 2 (R315956):

LOT 3 (5.129 ACRES), LOCKETT ADDITION, UNIT 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET J, SLIDE 85, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

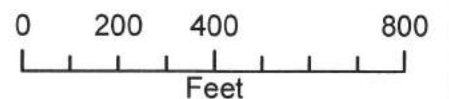
Hagood 2



CR-134

R315956
5.129 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8WW.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist, Rose K. Anderson and Geraldine R. Almquist, for 68.96 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PEGGY IRENE ALMQUIST, ROSE K. ANDERSON AND GERALDINE R. ALMQUIST, FOR 68.96 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Peggy Irene Almquist, Rose K. Anderson and Geraldine R. Almquist, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Peggy Irene Almquist, and Rose K. Anderson, and Geraldine R. Almquist** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **68.96 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

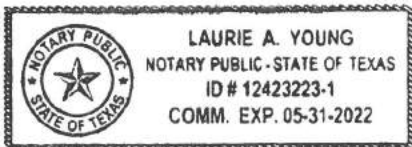
Entered into this 7 day of Jan, 2019.

Peggy Irene Almquist
Peggy Irene Almquist, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 7 day of January, 2019, by
Peggy Irene Almquist, Owner.



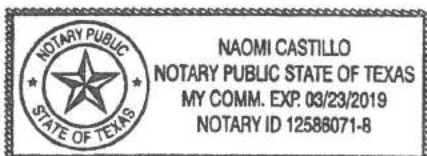
Laurie A. Young
Notary Public, State of Texas

Rose K. Anderson
Rose K. Anderson, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 31st day of December, 2018, by
Rose K. Anderson, Owner.



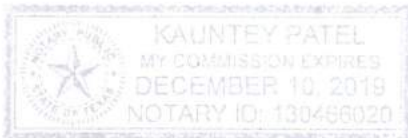
Naomi Castillo
Notary Public, State of Texas

Geraldine R. Almquist
Geraldine R. Almquist, Owner

THE STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on the 26th day of December, 2018, by Geraldine R. Almquist, Owner.



Kauntey Patel
Notary Public, State of Texas

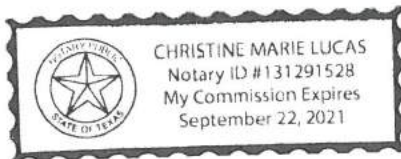
12/26/2018

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALMQUIST TRACT – 1 (R474772):

68.96 ACRES OUT OF THAT CERTAIN 145.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JUNE 17, 2014 AND RECORDED AS DOCUMENT NO. 2014080794, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Almquist 3

CHANDLER RD

R474772
68.96 Acres

CR 100



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8XX.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert and Janice H. Smith, for 44.37 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RONALD ALBERT AND JANICE H. SMITH, FOR 44.37 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ronald Albert and Janice H. Smith, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ronald Albert Smith and Janice H. Smith** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **44.37 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 18 day of January, 20 19.



Ronald Albert Smith, Owner

THE STATE OF TEXAS }

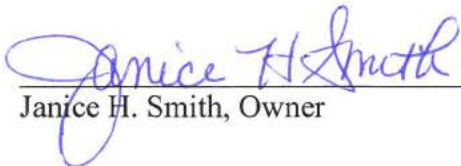
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019,
by Ronald Albert Smith, Owner.





Notary Public, State of Texas



Janice H. Smith, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019,
by Janice H. Smith, Owner.





Notary Public, State of Texas

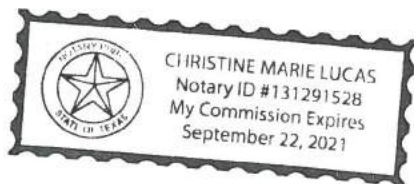


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of ~~December~~ ^{January}, 2018, ⁹
by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 1 (R020347):

44.37 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 3, 1993 AND RECORDED IN VOLUME 2267, PAGE 016, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

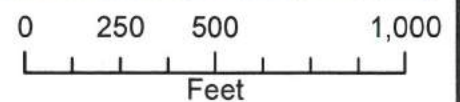
Smith 1

CR 100



R020347
44.37 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8YY.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William O. Kirk, for 81.382 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM O. KIRK, FOR 81.382 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William O. Kirk, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William O. Kirk** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **81.382 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

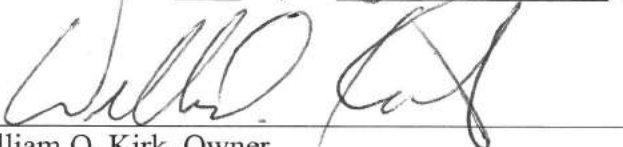
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

Entered into this 18th day of December, 20 18.

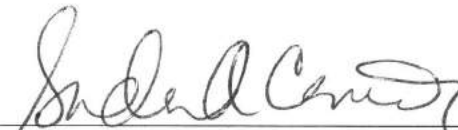

William O. Kirk, Owner

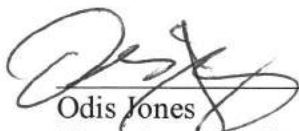
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by William O. Kirk, Owner.



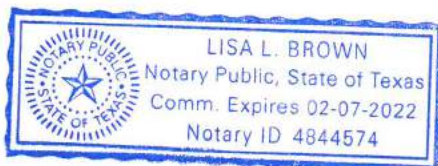

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KIRK TRACT - (R020606):

81.382 ACRES OUT OF THAT CERTAIN 100.0 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED DECEMBER 7, 2016 AND RECORDED AS DOCUMENT NO. 2016118539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kirk

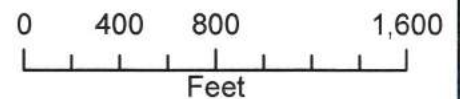


R020606
81.382
Acres

CR 134

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8ZZ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Emil John Kasper, for 14.413 acres, more or less, of land, located on the northbound frontage road of SH 130 and north of CR 109. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND EMIL JOHN KASPER, FOR 14.413 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Emil John Kasper, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Emil John Kasper** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **14.413 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

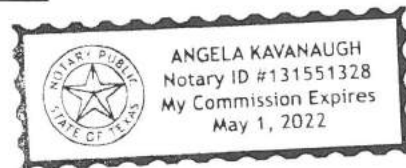
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 15 day of January, 2019.

Emil John Kasper
Emil John Kasper, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 15 day of January, 2019, by Emil John Kasper, Owner. ^{AK}

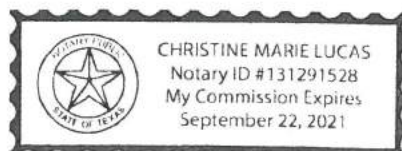
Angela Kavanaugh
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

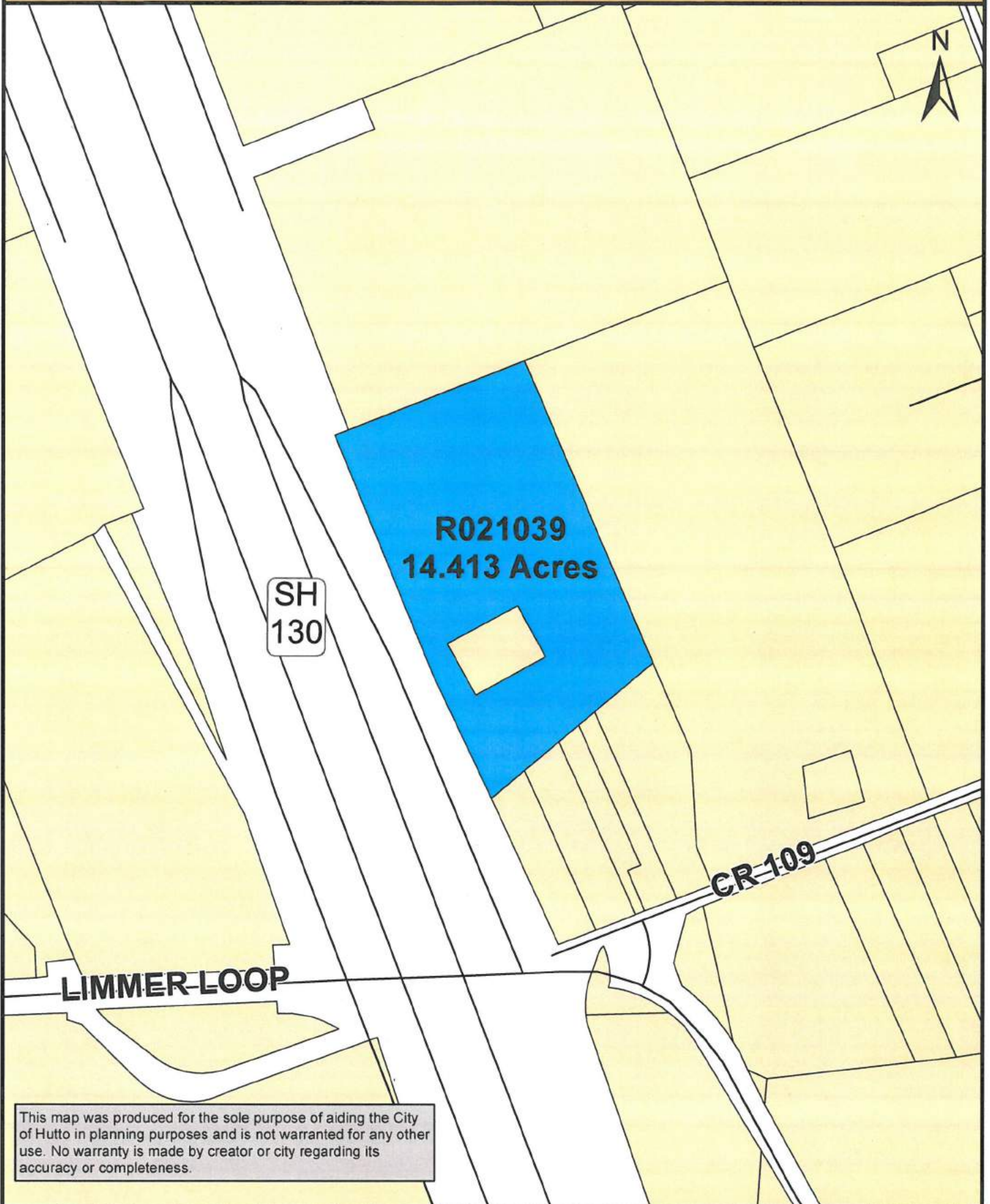
EXHIBIT "A"

LEGAL DESCRIPTION:

KASPER TRACT - (R021039):

14.413 ACRES OUT OF THAT CERTAIN 15.779 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 23, 1996 AND RECORDED AS DOCUMENT NO. 1996010191, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kasper 2



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9A.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernest W. Odom, for 5.95 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ERNEST W. ODOM, FOR 5.95 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ernest W. Odom, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ernest W. Odom, III** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.95 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

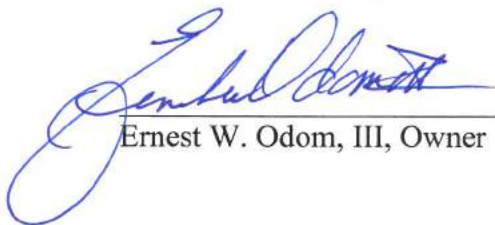
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

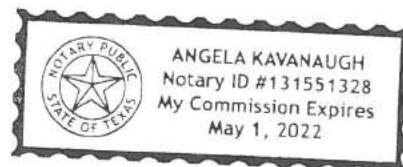
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 11 day of January, 2019.

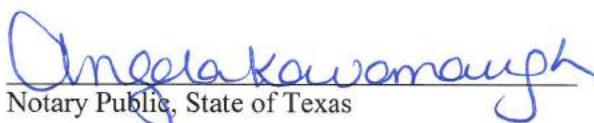

Ernest W. Odom, III, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of January ^{AK} 2019, ~~December~~, 2018, by Ernest W. Odom, III, Owner.


Notary Public, State of Texas

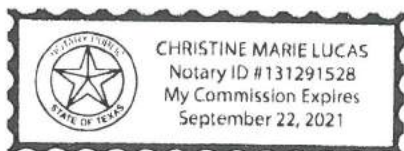


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



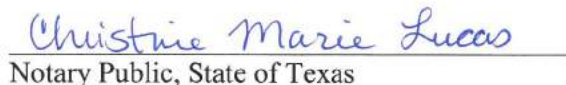

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ODOM TRACT – 2 (R368479):

LOT 20 (5.95 ACRES) OF BRUSHY POINT ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET O, SLIDE 73, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

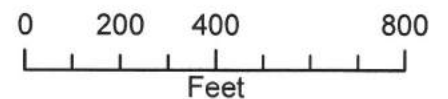
Odom 2



R368479
5.95 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9B.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernest W. Odom, III for 6.0 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ERNEST W. ODOM, III, FOR 6.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ernest W. Odom, III, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ernest W. Odom, III** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **6.0 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

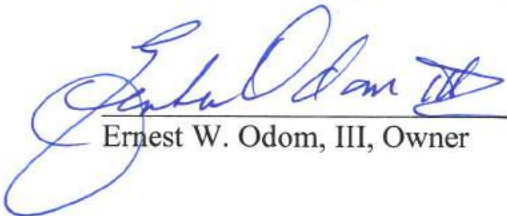
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

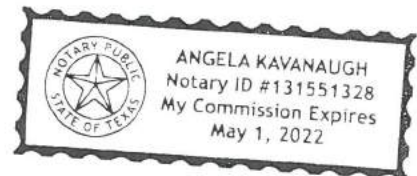
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 11 day of January, 2019.

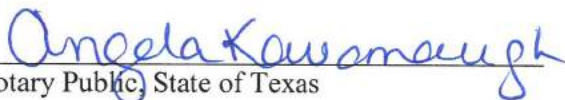

Ernest W. Odom, III, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of ^{AL}January 2019,
by Ernest W. Odom, III, Owner.

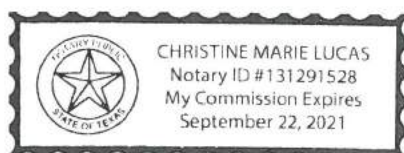

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of ^{February, 9}February, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ODOM TRACT - 1 (R368477):

LOT 12 (6.0 ACRES) OF BRUSHY POINT ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET O, SLIDE 73, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Odom 1



R368477
6 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9C.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernest W. Odom, III for 4.0 acres, more or less, of land, located on CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ERNEST W. ODOM, III, FOR 4.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ernest W. Odom, III, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ernest W. Odom, III** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

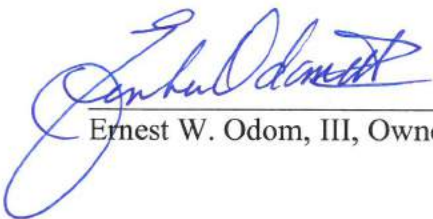
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

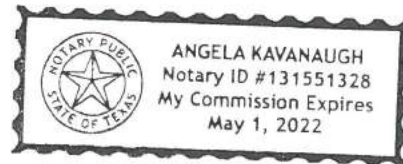
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 11 day of January, 2019.

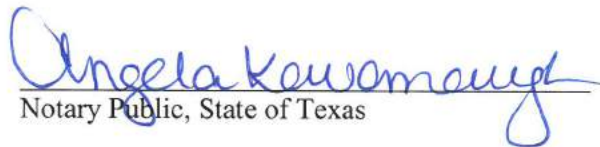

Ernest W. Odom, III, Owner

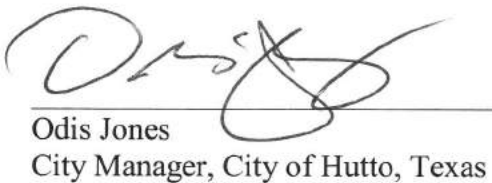


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 11 day of January ^{AL} 2019,
by Ernest W. Odom, III, Owner.

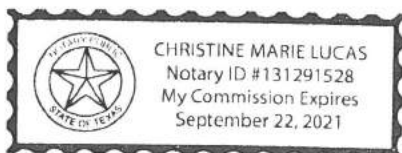

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February ⁹ 2019,
by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ODOM TRACT – 3 (R442489):

LOT 19 (4.0 ACRES) OF BRUSHY POINT ESTATES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET O, SLIDE 73, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Odom 3



R442489
4 Acres

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9D.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Byron H. Simiele, for 20.34 acres, more or less, of land, located on the southwest corner of CR 132 and CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BYRON H. SIMIELE, FOR 20.34 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Byron H. Simiele, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Byron H. Simiele** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.34 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

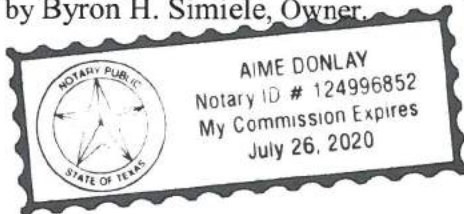
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 11 day of Dec, 2018.

Byron H. Simiele
Byron H. Simiele, Owner

THE STATE OF TEXAS }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 11 day of December, 2018,
by Byron H. Simiele, Owner.

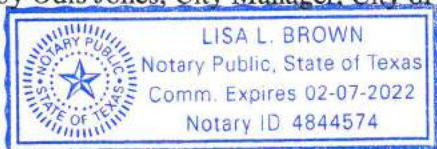


Aime Donlay
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of December, 2018,
by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

BEING A 20.34 ACRE (886,047 SQUARE FEET) TRACT OF LAND SITUATED IN THE J.H. FREDENBURG SURVEY, ABSTRACT No. 237, IN WILLIAMSON COUNTY, TEXAS, SAID 20.34 ACRE TRACT BEING OUT OF AND A PART OF A 95.408 ACRE TRACT OF LAND CONVEYED IN A GENERAL WARRANTY DEED FROM WOODIE R. GRISHAM AND WIFE, RUTH E. GRISHAM TO MALISH, LIMITED LIABILITY COMPANY, FILED AUGUST 3, 2006 AS RECORDED IN DOCUMENT No. 2006065881 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS., SAID 20.34 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Northwest corner of the herein described tract, said iron rod being in the North line of said 95.408 acre tract and the South line of County Road 132, from which a 3/8 inch iron rod found for the Northwest corner of said 95.408 acre tract and the Northeast corner of a 87.71 acre tract conveyed from Allene M. Leschber and Emory J. Leschber to Larry Leschber, filed December 14, 1993 as recorded in Volume 2430, Page 332 of the Official Records of Williamson County, Texas bears North 82°47'07" West, 240.02 feet;

THENCE, South 82°47'07" East, with the common North line of said 95.408 acre tract and the South line of said County Road 132, a distance of 1,009.81 feet to a 1/2 inch diameter iron rod with an orange plastic cap stamped "4249" found for the Northeast corner of the herein described tract, said iron rod being the Northeast corner of the said 95.408 acre tract and the Southwest corner of the intersection of County Road 132 and County Road 134;

THENCE, South 07°37'45" West, with the common East line of said 95.408 acre tract and the West line of said County Road 134, a distance of 875.02 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Southeast corner of the herein described tract, from which a 1/2 inch iron rod with an orange plastic cap stamped "4249" found for the Southeast corner of said 95.408 acre tract bears South 07°37'45" West, a distance of 2,426.39 feet;

THENCE, North 82°47'07" West, over and across said 95.408 acre tract, a distance of 1,015.44 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Southwest corner of the herein described tract;

THENCE, North 07°59'52" East, continuing over and across said 95.408 acre tract, a distance of 875.08 feet to the **POINT OF BEGINNING**, CONTAINING within these metes and bounds 20.34 acres (886,047 square feet) of land, more or less.

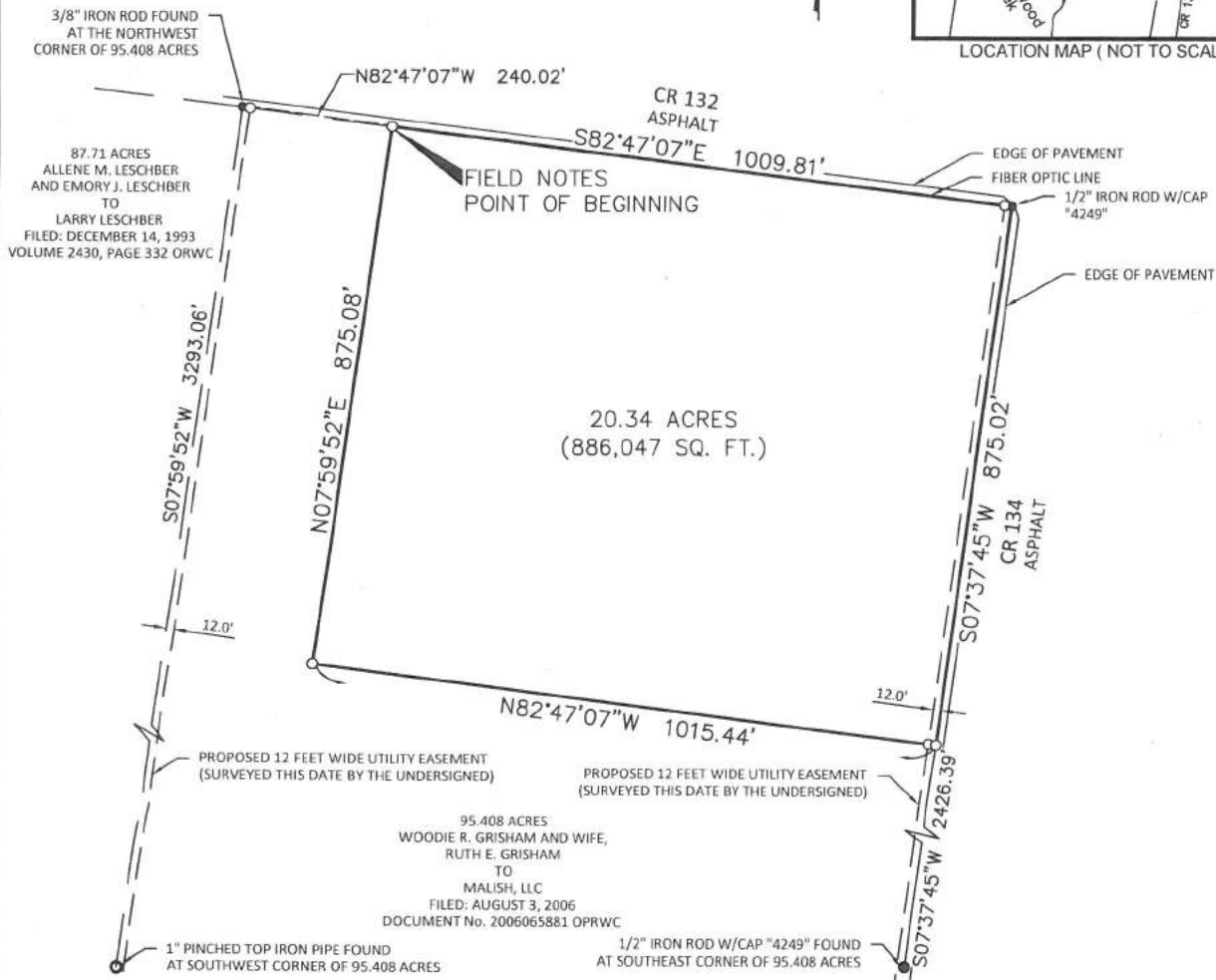
A survey drawing of even date herewith accompanies this legal description. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83.

The foregoing Field Notes Description is based on an actual survey made under my supervision on December 8, 2016, and is true and correct to the best of my knowledge and belief.


Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194152



BEING A 20.34 ACRE (886,047 SQUARE FEET) TRACT OF LAND SITUATED IN THE J.H. FREDENBURG SURVEY, ABSTRACT No. 237, IN WILLIAMSON COUNTY, TEXAS, SAID 20.34 ACRE TRACT BEING OUT OF AND A PART OF A 95.408 ACRE TRACT OF LAND CONVEYED IN A GENERAL WARRANTY DEED FROM WOODIE R. GRISHAM AND WIFE, RUTH E. GRISHAM TO MALISH, LIMITED LIABILITY COMPANY, FILED AUGUST 3, 2006 AS RECORDED IN DOCUMENT No. 2006065881 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND
 ● IRON ROD FOUND
 ○ 5/8 INCH DIAMETER IRON ROD WITH A YELLOW CAP STAMPED "CIVILCORP" SET

ABBREVIATIONS
 DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 GWD = GENERAL WARRANTY DEED

TO: GEORGETOWN TITLE COMPANY
 BRYON H. SIMIELE

THE UNDERSIGNED HEREBY CERTIFIES:
 THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON 12/8/2016, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

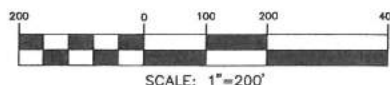
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48491C0520E, EFFECTIVE SEPTEMBER 26, 2008, THE SUBJECT TRACT IS LOCATED IN ZONE "X", WHICH IN THIS CASE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.



COREY JOSEPH HALL, RPLS
 TEXAS REGISTRATION NO. 6362

NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY GEORGETOWN TITLE COMPANY, G.F. NO. 160072331. EFFECTIVE DATE: NOVEMBER 29, 2016. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN VOLUME 601, PAGE 123, VOLUME 359, PAGE 94, VOLUME 359, PAGE 97, VOLUME 861, PAGE 229 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. EASEMENT STATED IN VOLUME 295, PAGE 296 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT SUBJECT PROPERTY.
3. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83, 93 ADJ.



CivilCorp
 ENGINEERS • SURVEYORS
 110 E. MAIN STREET, ROUND ROCK, TEXAS 78664
 TEL: (512) 828-0406 FAX: (512) 828-0429
 TBPE REGISTRATION #F-10293 TBPLS REGISTRATION #10194152

LAND TITLE SURVEY
 COUNTY ROAD 134

DRAWN BY: CJH	DATE: 12/8/2016
JOB NO.: 16-6-0088	SCALE: 1" = 200'
FLD. BK. NO.: NA	SHEET 1 OF 1

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9E.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Bigon Implement Company, Inc., for 110.663 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE BIGON IMPLEMENT COMPANY, INC., FOR 110.663 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Bigon Implement Company, Inc., for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Bigon Implement Company, Inc.** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **110.663 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

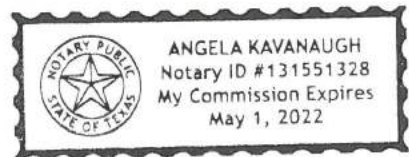
Entered into this 19 day of December, 2018.

James Bigon
Owner

Printed Name: JAMES Bigon

Title: V.P.

Bigon Implement Company, Inc., Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 19 day of December, 2018, by James Bigon, VP of Bigon Implement Company, Inc., Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

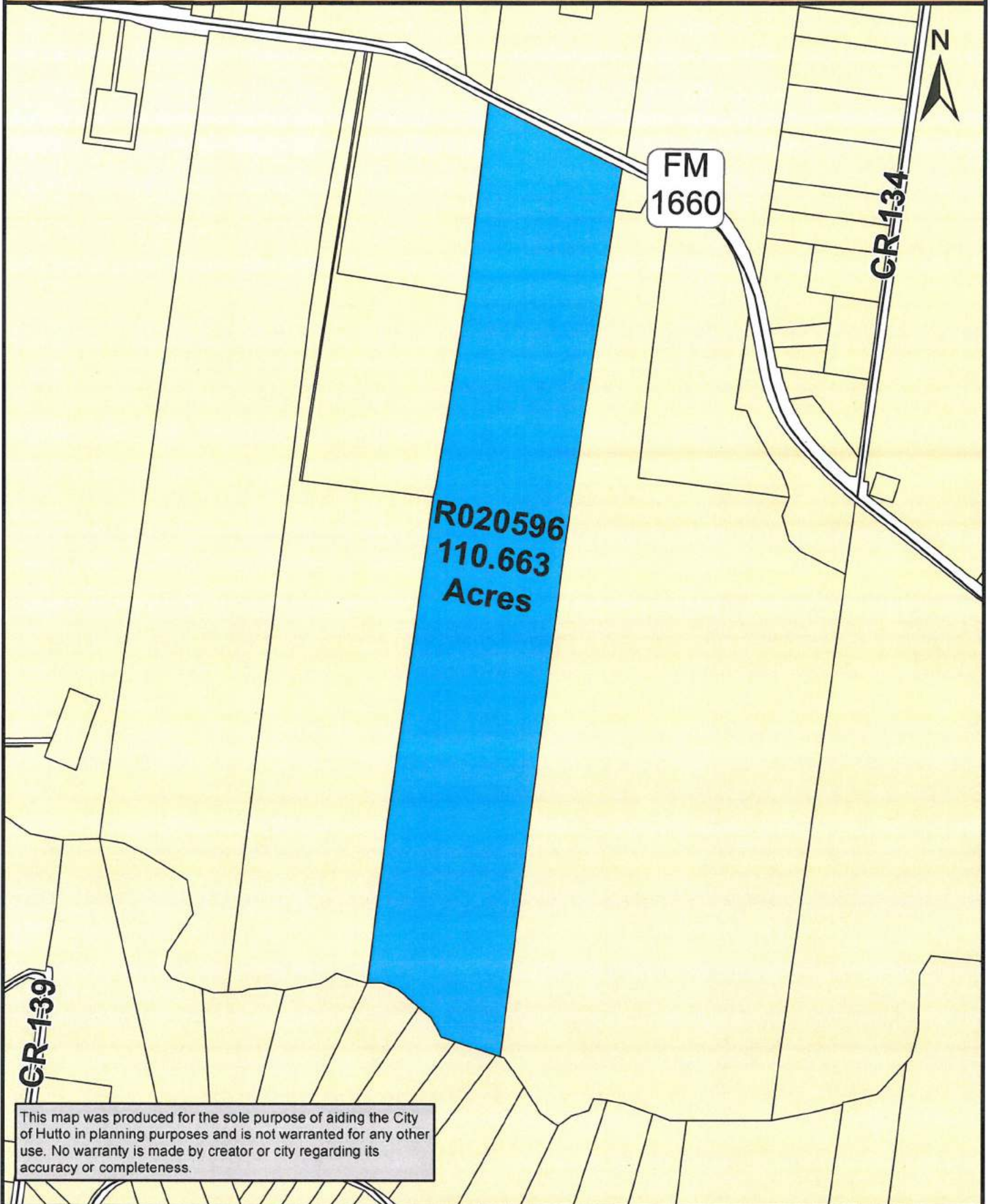
EXHIBIT "A"

LEGAL DESCRIPTION:

BIGON IMPLEMENT COMPANY, INC. TRACT – (R020596):

110.663 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED WITH VENDORS LIEN DATED SEPTEMBER 15, 1979 AND RECORDED AS DOCUMENT NO. 19793135DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Bigon Implement Co Inc



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9F.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Bryce Bowerman, for 5.474 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BRYCE BOWERMAN, FOR 5.474 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Bryce Bowerman, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Bryce Bowerman** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.474 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

The Owner shall be allowed to construct buildings for agricultural uses and up to two (2) residential structures in compliance with all applicable Williamson County ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

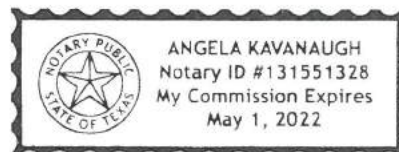
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 1 day of February, 2019.



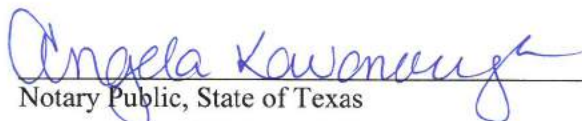
Bryce Bowerman, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 1 day of February, 2019,
by Bryce Bowerman, Owner.



Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BOWERMAN TRACT – (R109025):

5.474 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED JANUARY 31, 2018 AND RECORDED AS DOCUMENT NO. 2018010508, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Bowerman



CR-137

CR-139

R109025
5.474 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9G.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kelly R. and Sammy D. Buchanan, for 12.225 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KELLY R. AND SAMMY D. BUCHANAN, FOR 12.225 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Kelly R. and Sammy D. Buchanan, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Kelly R. Buchanan and Sammy D. Buchanan** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **12.225 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 23rd day of January, 20 19.

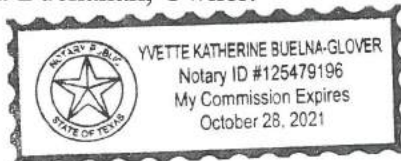


Kelly R. Buchanan, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 2019,
by Kelly R. Buchanan, Owner.





Notary Public, State of Texas

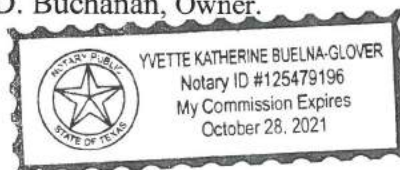


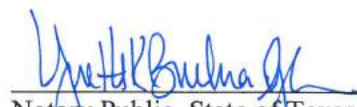
Sammy D. Buchanan, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 2019,
by Sammy D. Buchanan, Owner.





Notary Public, State of Texas

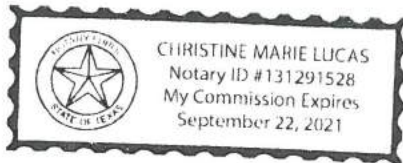


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

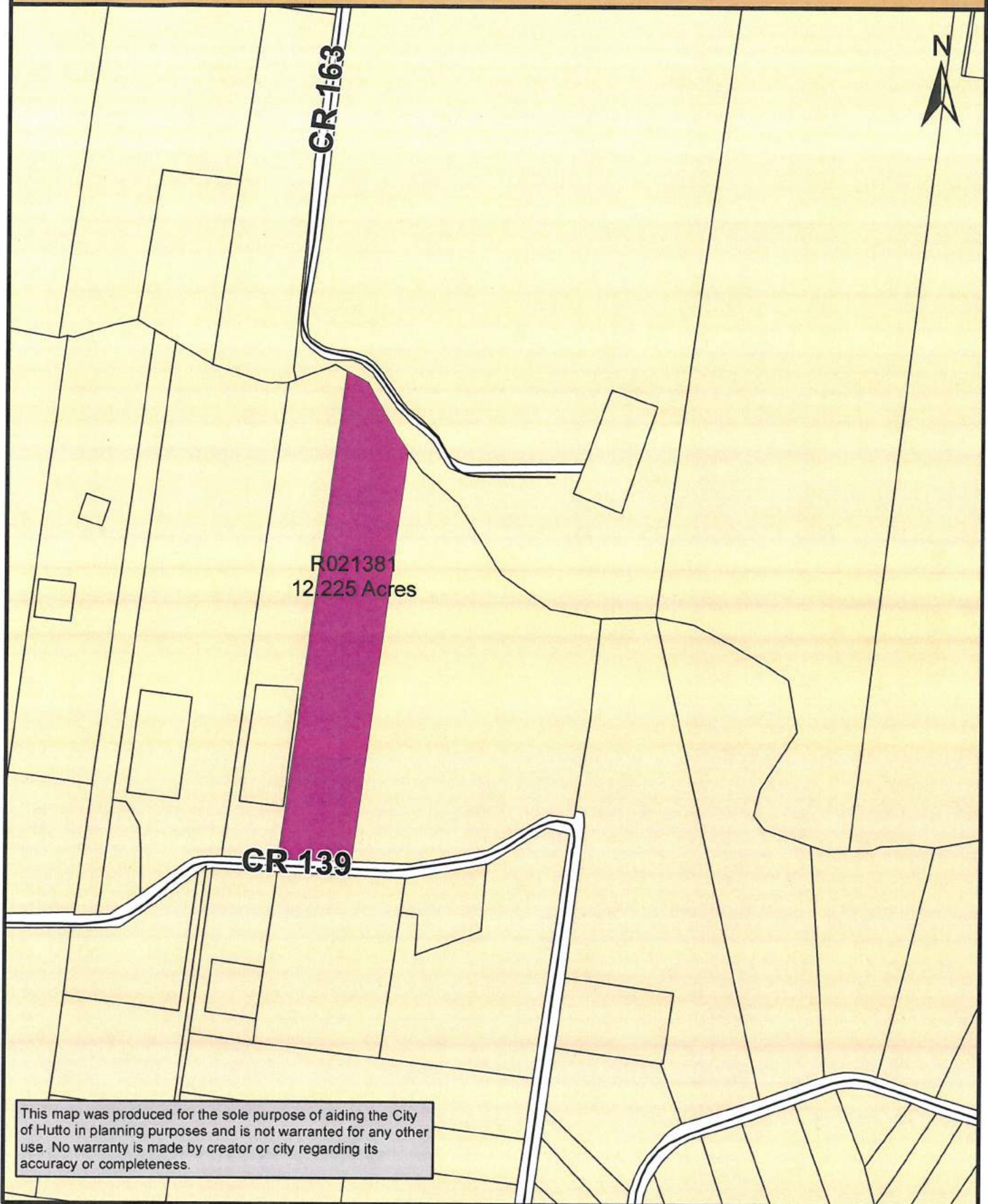
EXHIBIT "A"

LEGAL DESCRIPTION:

BUCHANAN TRACT – (R021381):

12.225 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED WITH VENDORS LIEN DATED OCTOBER 20, 2011 AND RECORDED AS DOCUMENT NO. 2011071560, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Buchanan



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9H.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Bland B. Davis, Jr. and Susan J. Davis, for 20.92 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BLAND B. DAVIS, JR. AND SUSAN J. DAVIS, FOR 20.92 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Bland B. Davis, Jr. and Susan J. Davis, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Bland B. Davis, Jr. and Susan J. Davis** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.92 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

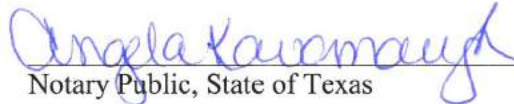
Entered into this 17 day of December, 2018.

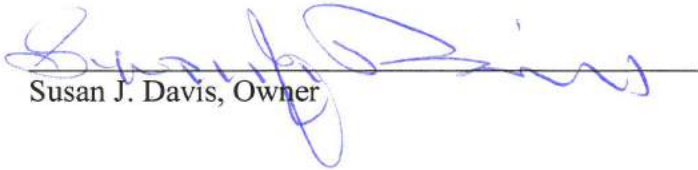

Bland B. Davis, Jr., Owner

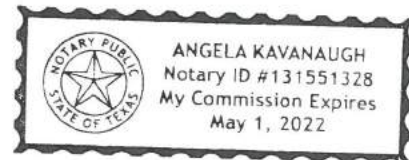
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of December, 2018,
by Bland B. Davis, Jr., Owner.


Notary Public, State of Texas

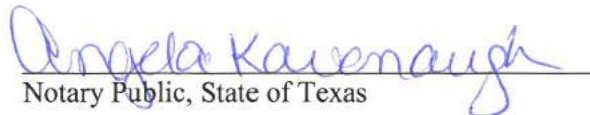

Susan J. Davis, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of December, 2018,
by Susan J. Davis, Owner.


Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December,
20 18, by Odis Jones, City Manager, City of Hutto, Texas.

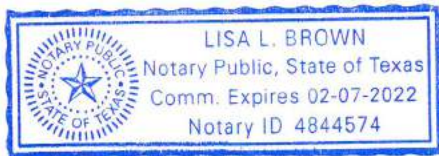

Notary Public, State of Texas

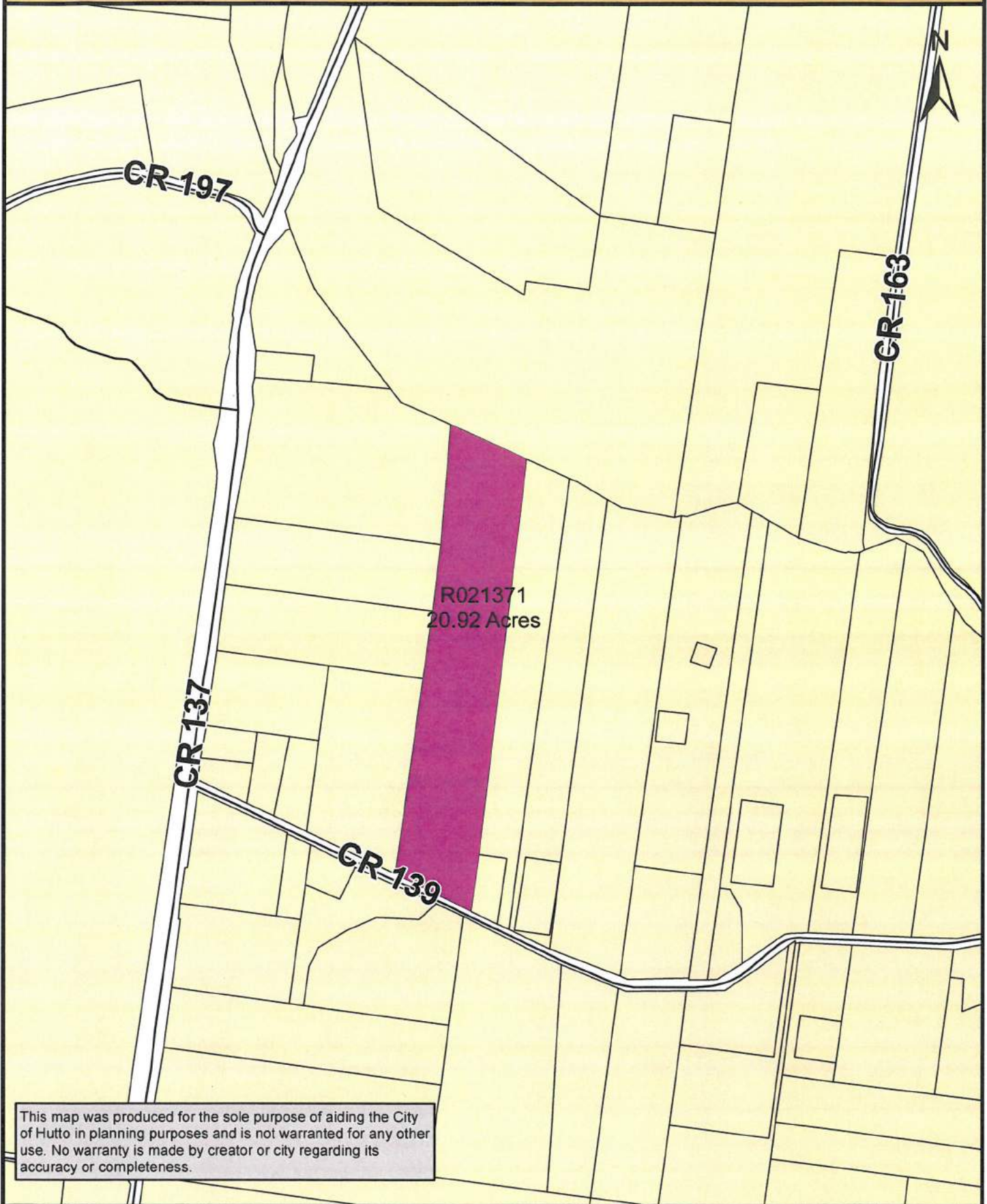
EXHIBIT "A"

LEGAL DESCRIPTION:

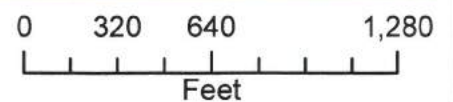
DAVIS TRACT – (R021371):

20.92 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED OCTOBER 31, 1996 AND RECORDED AS DOCUMENT NO. 1996058603, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Davis



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

9I.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jeff Bassett and Geraldine Ivey George, for 13.75 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JEFF BASSETT AND GERALDINE IVEY GEORGE, FOR 13.75 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Jeff Bassett and Geraldine Ivey George, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Jeff Bassett George and Geraldine Ivey George** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **13.75 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

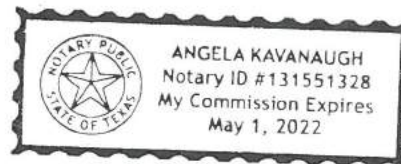
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Section 15. The Agreement includes the property described in Exhibit "A" for the agricultural property and that property further described in and recorded as Document No. 2017062412 to include the residential structures on the tract.

Entered into this 28 day of December, 20 18.



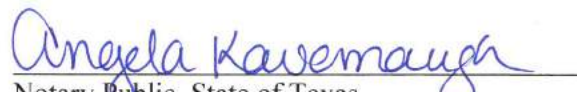
Jeff Bassett George, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

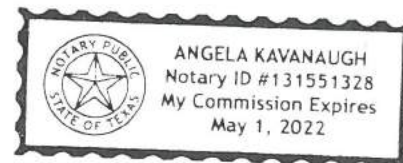
This instrument was acknowledged before me on the 28 day of December, 2018, by Jeff Bassett George, Owner.



Notary Public, State of Texas



Geraldine Ivey George, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28 day of December, 2018, by Geraldine Ivey George, Owner.



Notary Public, State of Texas

Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December,
2018, by Odis Jones, City Manager, City of Hutto, Texas.

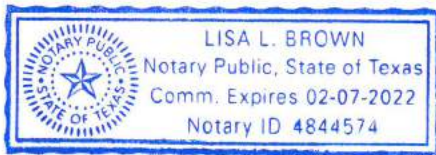

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

GEORGE TRACT – (R309569):

13.75 ACRES OF LAND, MORE OR LESS, SITUATED IN THE F. BRADLEY SURVEY, ABSTRACT NO. 76, AND THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN REVOCABLE TRANSFER ON DEATH DEED DATED JUNE 19, 2017 AND RECORDED AS DOCUMENT NO. 2017062412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

George



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9J.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Alex Vacle Gola, Sr., for 23.224 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALEX VACLE GOLA, SR., FOR 23.224 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Alex Vacle Gola, Sr., for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Alex Vacle Gola, Sr.** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **23.224 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

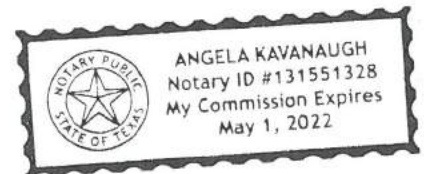
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 17 day of January, 2019.

Alex Vacle Gola Sr.
Alex Vacle Gola, Sr., Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of January, 2019,
by Alex Vacle Gola, Sr., Owner.

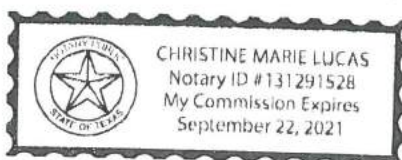
Angela Kavanaugh
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
2019, by Odus Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

GOLA TRACT – 1 (R020599):

23.224 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 31, 2003 AND RECORDED AS DOCUMENT NO. 2003030744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Gola 1



FM
1660

R020599
23.224 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9K.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and John Gola, Jr, for 24.946 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

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BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JOHN GOLA, JR., FOR 24.946 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and John Gola, Jr., for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **John Gola, Jr.** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **24.946 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

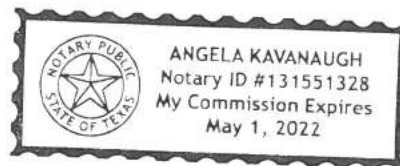
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 17 day of January, 2019.

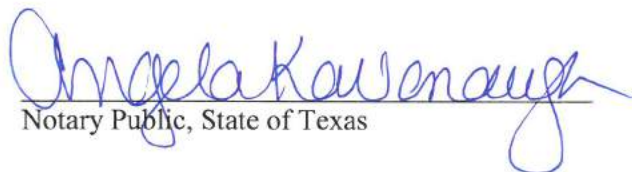

John Gola, Jr., Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of January ^{AK} 2019,
by John Gola, Jr., Owner.

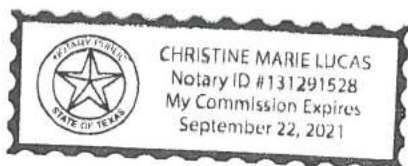

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

GOLA TRACT – 2 (R020598):

24.946 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 20, 2000 AND RECORDED AS DOCUMENT NO. 200001747, AND THAT CERTAIN WARRANTY DEED OF GIFT DATED APRIL 4, 2003 AND RECORDED AS DOCUMENT NO. 2007061788, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

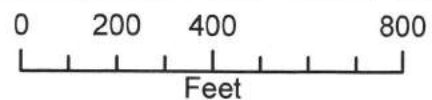
Gola 2

FM
1660



R020598
24.946 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9L.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Thomas A. Gola, for 0.8575 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THOMAS A. GOLA, FOR 0.8575 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Thomas A. Gola, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 17th day of January, 20 19.

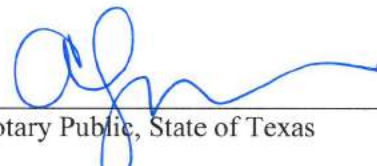

Thomas A. Gola, Owner

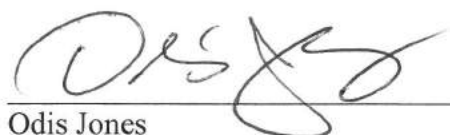
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17th day of January, 2018, ~~2018~~, 2019
by Thomas A. Gola, Owner.



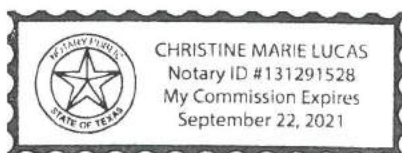

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 20 19, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

GOLA TRACT – 3 (R392665):

0.8575 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED APRIL 16, 1998 AND RECORDED AS DOCUMENT NO. 1998054812, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

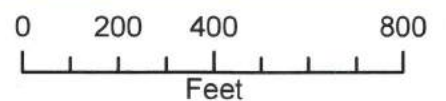
Gola 3

FM
1660



R392665
.8575 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9M.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the JC Family Trust, for 19.144 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST, FOR 19.144 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the JC Family Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **JC Family Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **19.144 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 13th day of December, 2018.

JC Family Trust by John Groom, trustee
Owner

Printed Name: JC FAMILY TRUST, JOHN GROOM, TRUSTEE

Title: TRUSTEE

JC Family Trust, Owner

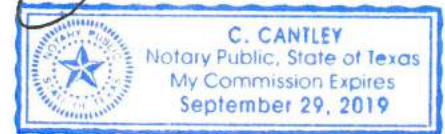
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of December, 2018, by JOHN GROOM, TRUSTEE of JC Family Trust, Owner.

[Signature]
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



[Signature]
Notary Public, State of Texas

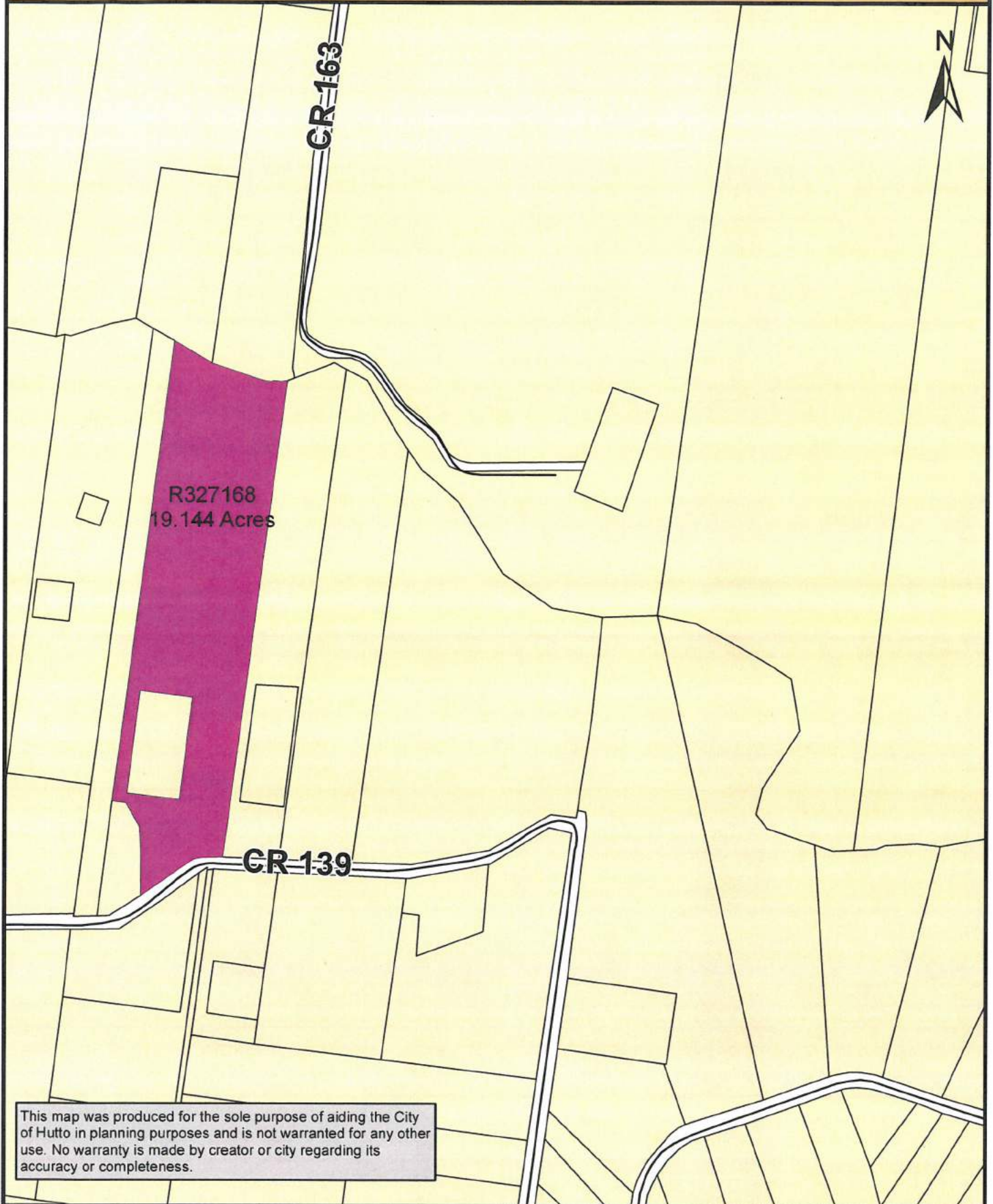
EXHIBIT "A"

LEGAL DESCRIPTION:

JC FAMILY TRUST TRACT – (R327168):

19.144 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED OCTOBER 30, 1996 AND RECORDED AS DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

JG Family Trust



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9N.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Key Family Unified Trust, for 35.09 acres, more or less, of land, located on CR 197. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE KEY FAMILY UNIFIED TRUST, FOR 35.09 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Key Family Unified Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Carrie Swann Key Wicker, Trustee of the Key Family Unified Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **35.09 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 20th day of December, 2018.

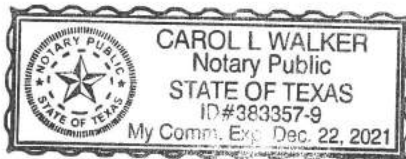
Carrie Swann Key Wicker

Carrie Swann Key Wicker, Trustee of the Key Family Unified Trust, Owner

THE STATE OF TEXAS }

COUNTY OF Marion }

This instrument was acknowledged before me on the 20th day of December, 2018, by Carrie Swann Key Wicker, Trustee of the Key Family Unified Trust, Owner.



Carol L. Walker

Notary Public, State of Texas

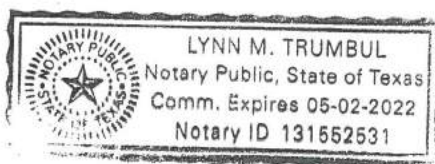
Odus Jones

Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KEY TRACT – 5 (R020566):

35.09 ACRES OF LAND, MORE OR LESS, SITUATED IN THE C.J. GERLACH SURVEY, ABSTRACT NO. 261, AND THE T.J. SMITH SURVEY, ABSTRACT NO. 589, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DISTRIBUTION DEED DATED JUNE 30, 1993 AND RECORDED AS DOCUMENT NO. 1993040651, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Key 5

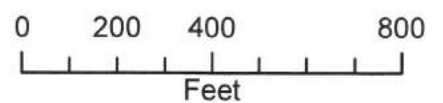


R020566
35.09 Acres

CR-137

CR-197

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 90.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Key Family Unified Trust, for 24.89 acres, more or less, of land, located on CR 197. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE KEY FAMILY UNIFIED TRUST, FOR 24.89 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Key Family Unified Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Carrie Swann Key Wicker, Trustee of the Key Family Unified Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **24.89 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 20th day of December, 2018.

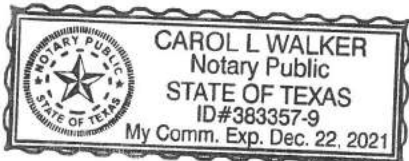
Carrie Swann Key Wicker

Carrie Swann Key Wicker, Trustee of the Key Family Unified Trust, Owner

THE STATE OF TEXAS }

COUNTY OF Marion }

This instrument was acknowledged before me on the 20th day of December, 2018, by Carrie Swann Key Wicker, Trustee of the Key Family Unified Trust, Owner.



Carol L. Walker

Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odus Jones, City Manager, City of Hutto, Texas.

Lyn M. Tindall

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KEY TRACT – 6 (R329704):

24.89 ACRES OF LAND, MORE OR LESS, SITUATED IN THE C.J. GERLACH SURVEY, ABSTRACT NO. 261, AND THE T.J. SMITH SURVEY, ABSTRACT NO. 589, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DISTRIBUTION DEED DATED JUNE 30, 1993 AND RECORDED AS DOCUMENT NO. 1993040651, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Key 6

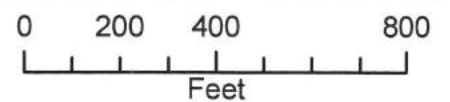


LIARD RIVER RD

R329704
24.89 Acres

CR-197

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9P.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William O. Kirk, for 23.36 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM O. KIRK, FOR 23.36 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William O. Kirk, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

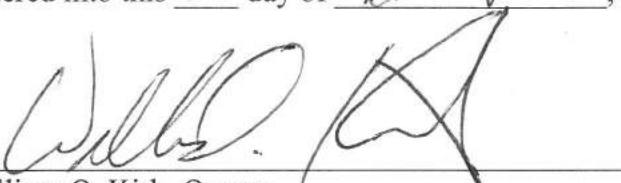
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

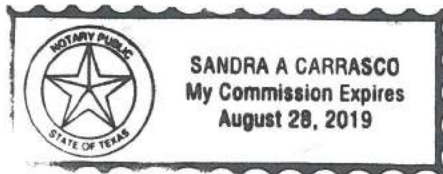
Entered into this 18th day of December, 2018.


William O. Kirk, Owner

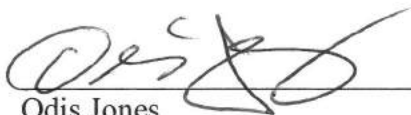
THE STATE OF TEXAS }

COUNTY OF Bexar }

This instrument was acknowledged before me on the 18th day of December, 2018, by William O. Kirk, Owner.



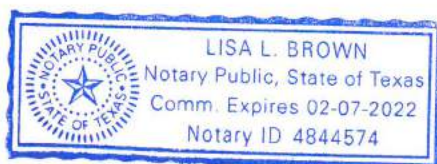

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December, 2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

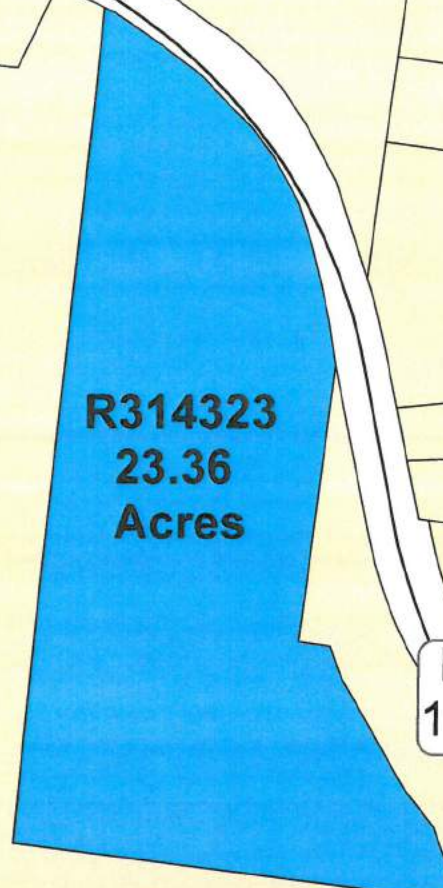
EXHIBIT "A"

LEGAL DESCRIPTION:

KIRK TRACT – (R314323):

23.36 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED DECEMBER 7, 2016 AND RECORDED AS DOCUMENT NO. 2016118539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kirk



**R314323
23.36
Acres**

**FM
1660**

CR-134

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9Q.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and E. Wade and Judy L. McLeod, for 7.31 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND E. WADE AND JUDY L. McLEOD, FOR 7.31 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and E. Wade and Judy L. McLeod, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **E. Wade McLeod and Judy L. McLeod** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.31 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 21st day of December, 2018.

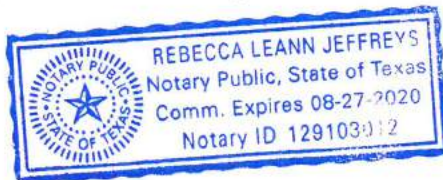
E. Wade McLeod

E. Wade McLeod, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21st day of December, 2018, by E. Wade McLeod, Owner.



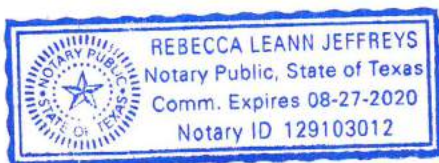
Rebecca Jeffreys
Notary Public, State of Texas

Judy L. McLeod
Judy L. McLeod, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21st day of December, 2018, by Judy L. McLeod, Owner.



Rebecca Jeffreys
Notary Public, State of Texas

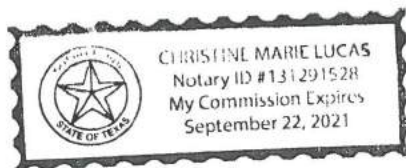


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

McLEOD TRACT – (R329735):

7.31 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 14, 1996 AND RECORDED AS DOCUMENT NO. 1996012908, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

McLeod

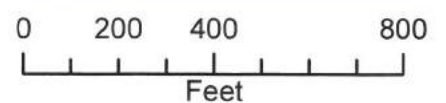


GR-134

R329735
7.31
Acres

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9R.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Paul Pratte, for 8.511 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PAUL PRATTE, FOR 8.511 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Paul Pratte, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Paul Pratte** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.511 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

X **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.

Entered into this 20th day of December, 2018.

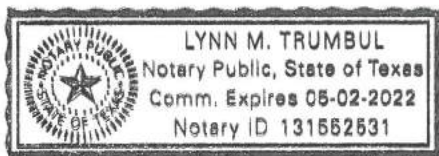


Paul Pratte, Owner

THE STATE OF TEXAS }

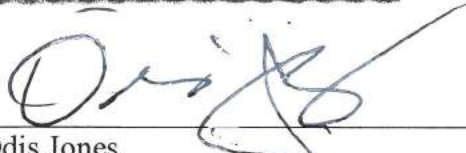
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Paul Pratte, Owner.





Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

PRATTE TRACT – (R021345):

8.511 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED APRIL 13, 2006 AND RECORDED AS DOCUMENT NO. 2006031648, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Pratte



CR-139

R021345
8.511 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9S.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mary Nell Saul, for 40.78 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARY NELL SAUL, FOR 40.78 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Mary Nell Saul, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Mary Nell Saul** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **40.78 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

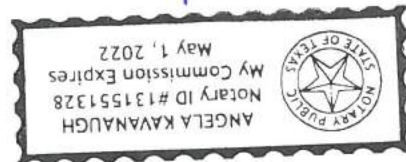
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 9 day of January, 2019.

Mary Nell Saul by Jack Saul p POA
Mary Nell Saul, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 9 day of January 2019, by Mary Nell Saul, Owner.

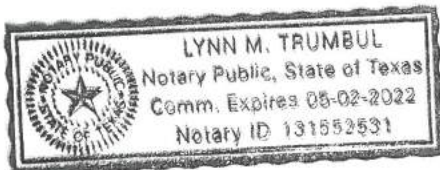
Angela Kavanaugh
Notary Public, State of Texas

Odin Jones
Odin Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odin Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SAUL TRACT – 1 (R020392):

40.78 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JOHN DUVAL SURVEY, ABSTRACT NO. 194, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED AUGUST 19, 2008 AND RECORDED AS DOCUMENT NO. 2008069401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Saul 1

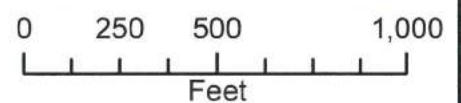


R020392
40.78 Acres

BRUSHY CREEK TRL

LOOKOUT CIR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9T.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sonya Saul, for 78.276 acres, more or less, of land, located on CR 198. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SONYA SAUL, FOR 78.276 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Sonya Saul, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Sonya Saul** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **78.276 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

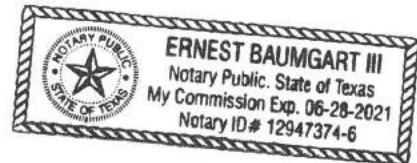
Section 15. This agreement allows for the development of up to five (5) residential structures.

Entered into this 15 day of JAN, 2019.

Sonya Saul
Sonya Saul, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 15 day of January, 2019,
by Sonya Saul, Owner.

Odys Jones

Odys Jones
City Manager, City of Hutto, Texas

Ernest Baumgart III
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
2019, by Odys Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SAUL TRACT - 2 (R354472):

78.276 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JOHN DUVAL SURVEY, ABSTRACT NO. 194, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED JUNE 6, 1996 AND RECORDED AS DOCUMENT NO. 1996029830, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Saul 3



LOOKOUT CIR

APACHE PASS

CR-198

R354472
78.276
Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9U.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 1.03 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ELIZABETH KEY SMITH AND SUSANNA KEY WEISER, FOR 1.03 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Elizabeth Key Smith and Susanna Key Weiser** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.03 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

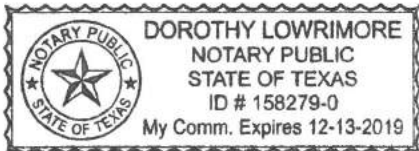
Entered into this 19 day of December, 2018.

Elizabeth Key Smith
Elizabeth Key Smith, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison }

This instrument was acknowledged before me on the 19th day of December, 2018,
by Elizabeth Key Smith, Owner.



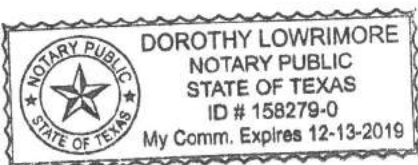
Dorothy Lowrimore
Notary Public, State of Texas

Susanna Key Weiser
Susanna Key Weiser, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison }

This instrument was acknowledged before me on the 19th day of December, 2018,
by Susanna Key Weiser, Owner.



Dorothy Lowrimore
Notary Public, State of Texas

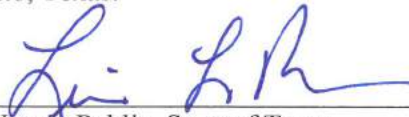


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December,
20 18, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

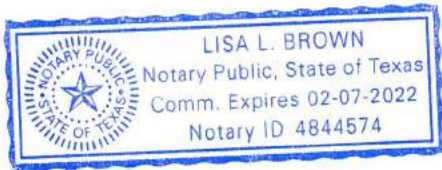


EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 3 (R330642):

1.03 ACRES OF LAND, MORE OR LESS, SITUATED IN THE THOMAS J. SMITH SURVEY, ABSTRACT NO. 589, AND THE C.J. GERLACK SURVEY, ABSTRACT NO. 261, AND THE I&GN SURVEY, ABSTRACT NO. 336, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN QUIT-CLAIM DEED DATED OCTOBER 8, 2007 AND RECORDED AS DOCUMENT NO. 2009046169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Smith 3



OLD CR-137

CR-137

R330642
1.03 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9V.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 25.44 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ELIZABETH KEY SMITH AND SUSANNA KEY WEISER, FOR 25.44 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Elizabeth Key Smith and Susanna Key Weiser** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **25.44 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

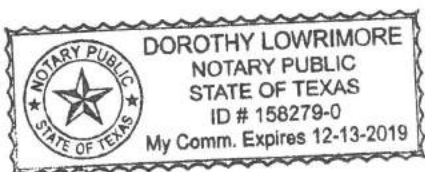
Entered into this 19 day of December, 20 18.

Elizabeth Key Smith
Elizabeth Key Smith, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison }

This instrument was acknowledged before me on the 19th day of December, 2018,
by Elizabeth Key Smith, Owner.



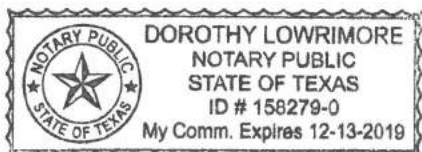
Dorothy Lowrimore
Notary Public, State of Texas

Susanna Key Weiser
Susanna Key Weiser, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison }

This instrument was acknowledged before me on the 19th day of December, 2018,
by Susanna Key Weiser, Owner.



Dorothy Lowrimore
Notary Public, State of Texas

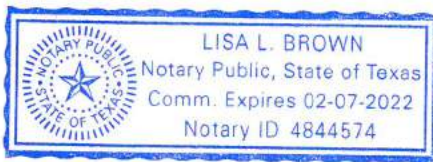


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December,
20 18, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 2 (R330641):

25.44 ACRES OF LAND, MORE OR LESS, SITUATED IN THE THOMAS J. SMITH SURVEY, ABSTRACT NO. 589, AND THE C.J. GERLACK SURVEY, ABSTRACT NO. 261, AND THE I&GN SURVEY, ABSTRACT NO. 336, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN QUIT-CLAIM DEED DATED OCTOBER 8, 2007 AND RECORDED AS DOCUMENT NO. 2009046169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Smith 2



LLANO RIVER TRL

LIARD RIVER RD

R330641
25.44 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9W.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 33.51 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ELIZABETH KEY SMITH AND SUSANNA KEY WEISER, FOR 33.51 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Elizabeth Key Smith and Susanna Key Weiser** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **33.51 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

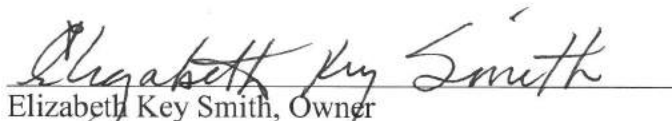
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

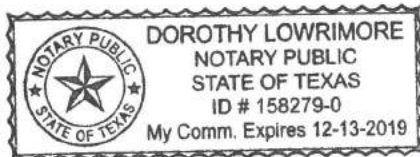
Entered into this 19 day of December, 2018.


Elizabeth Key Smith, Owner

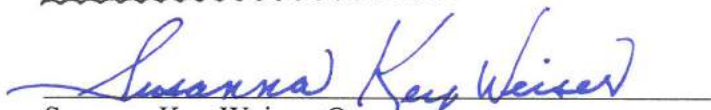
THE STATE OF TEXAS }

COUNTY OF Harrison }

This instrument was acknowledged before me on the 19th day of December, 2018,
by Elizabeth Key Smith, Owner.



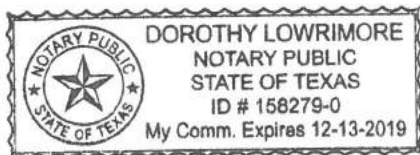

Notary Public, State of Texas

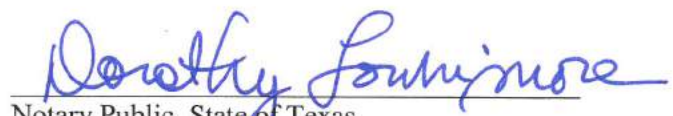

Susanna Key Weiser, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison }

This instrument was acknowledged before me on the 19th day of December, 2018,
by Susanna Key Weiser, Owner.




Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December,
2018, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

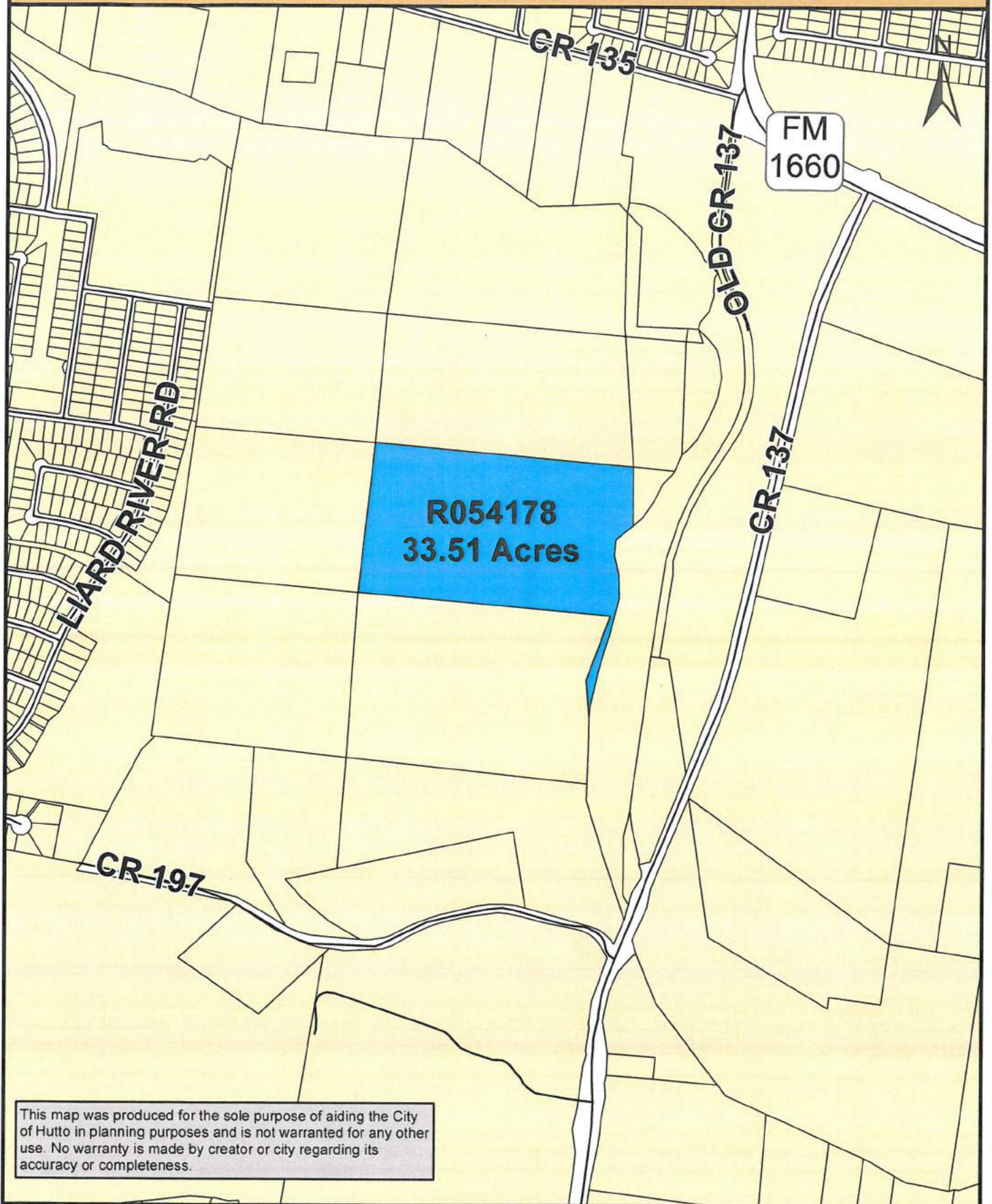
EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 1 (R054178):

33.51 ACRES OF LAND, MORE OR LESS, SITUATED IN THE THOMAS J. SMITH SURVEY, ABSTRACT NO. 589, AND THE C.J. GERLACK SURVEY, ABSTRACT NO. 261, AND THE I&GN SURVEY, ABSTRACT NO. 336, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN QUIT-CLAIM DEED DATED OCTOBER 8, 2007 AND RECORDED AS DOCUMENT NO. 2009046169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Smith 1



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9X.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kasa Teltow, for 10.08 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KASA TELTOW, FOR 10.08 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Kasa Teltow, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Kasa Teltow** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.08 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A” save and except for the property described in Exhibit “B”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

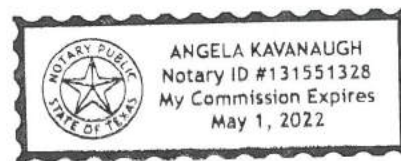
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 28 day of January, 2019.

Kasa Teltow
Kasa Teltow, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28 day of January, 2019^{AK}
by Kasa Teltow, Owner.

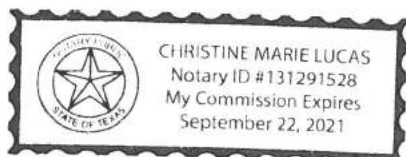
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

TELTOW TRACT – (R021340):

10.08 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED AUGUST 19, 2005 AND RECORDED AS DOCUMENT NO. 2005087796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT B

METES AND BOUNDS DESCRIPTION

FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.277 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF OCTOBER, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the southeast corner of said 12.80 acre Teltow tract and the northeast corner of the called 8.01 acre tract of land conveyed to Mark Steven Monson and Melissa Kay Monson, recorded in Document No. 2004070113 of the Official Public Records of Williamson County, Texas, same being on the west right-of-way line of County Road 139 a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 8.01 acre Monson tract and the northeast corner of the called 6.00 acre tract of land conveyed to Rueben Beltran and wife, Mary Beltran, recorded in Volume 1365, Page 561 of the Official Records of Williamson County, Texas, bears S 07°57'32" W for a distance of 247.41 feet;

THENCE, **N 82°21'27" W** with the south boundary line of said 12.80 acre Teltow tract and the north boundary line of said 8.01 acre Monson tract for a distance of **79.50 feet** to a calculated point for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southwest corner of said 12.80 acre Teltow tract and the southeast corner of the called 8.511 acre tract of land conveyed to Paul Pratte, recorded in Document No. 2006031648 of the Official Public Records of Williamson County, Texas, bears N 82°21'27" W for a distance of 556.40 feet;

THENCE, through the interior of said 12.80 acre Teltow tract, the following three (3) courses and distances:

1. **N 07°19'26" E** for a distance of **821.01 feet** to a calculated point;
2. **N 46°15'23" W** for a distance of **120.01 feet** to a calculated point;
3. **S 80°09'47" W** for a distance of **137.71 feet** to an iron rod found with cap marked "TLS" monumenting an angle point in the north boundary line of said 12.80 acre Teltow tract, same being on the southerly right-of-way line of said County Road 139, for the northwest corner hereof, from which an iron rod found with cap marked "TLS" monumenting an angle point in said southerly right-of-way line of County Road 139, same being on an angle point in the north boundary line of a called 2.00 acre tract of land conveyed to Kasa Lynn Foster and Kimball James Foster, recorded in Document No. 2017012720 of the Official Public Records of Williamson County, Texas, bears S 80°09'47" W for a distance of 323.46 feet;

THENCE, with the north boundary line of said 12.80 acre Teltow tract and said southerly right-of-way line of County Road 139, the following two (2) courses and distances:

1. **N 58°36'03" E** for a distance of **272.43 feet** to an iron rod found with cap marked "TLS" monumenting an angle point;
2. **S 86°15'33" E** for a distance of **95.30 feet** to a PK nail found in asphalt, monumenting the northeast corner of said 12.80 acre Teltow tract, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of the called 23.4488 acre tract of land conveyed to Ramsaroop R. Boddu and spouse, Resmi Surendran, recorded in Document No. 2008062891 of the Official Public Records of Williamson County, Texas, same being on the northerly right-of-way line of said County Road 139, bears **N 10°26'57" E** for a distance of 48.94 feet;

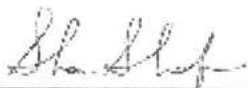
THENCE, **S 07°19'26" W** with the east boundary line of said 12.80 acre Teltow tract and the west right-of-way line of said County Road 139 for a distance of **1028.45 feet** to the **POINT OF BEGINING** hereof and containing 2.277 acres of land more or less.

Bearing Basis: State Plane Coordinate System, NAD83, Texas Central Zone (4203).

Distances shown hereon are surface based on a combined surface adjustment factor of 1.00010.

A survey drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



October 11, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SCALE: 1"=100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°21'27"W	79.50'
L2	N46°15'23"W	120.01'
L3	S80°09'47"W	137.71'
L4	S86°15'33"E	95.30'
L5	N10°26'57"E	48.94'

RAMSWAROOP R. BODDU AND SPOUSE,
RESMI SURENDRAN
CALLED 23.4488 AC.
DOC. NO. 2008062891

KASA LYNN FOSTER &
KIMBALL JAMES FOSTER
CALLED 2.00 AC.
DOC. NO. 2017012720

KASA TELTOW
REMNAANT PORTION OF
CALLED 12.80 AC.
DOC. NO. 2005087796

MATCHLINE SHEET 1 OF 2

To: Williamson County, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 9, 2017. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of Title Commitment. This survey substantially complies with the standards for a Category 1B, Condition IV Standard Land Survey per the Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED

October 11, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

SHEET 2 OF 2



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628

(512) 931-3100

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



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L5	N10°26'57"E	48.94'

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

MATCHLINE SHEET 2 OF 2

PAUL PRATTE
CALLED 8.511 AC.
DOC. NO. 2006031648

KASA TELTOW
REMNANT PORTION OF
CALLED 12.80 AC.
DOC. NO. 2005087796

MATHIAS WILBARGER SURVEY
ABSTRACT NO. 663

MARK STEVEN MONSON AND
MELISSA KAY MONSON
CALLED 8.01 AC.
DOC. NO. 2004070113

P.O.B.

REUBEN BELTRAN AND WIFE,
MARY BELTRAN
CALLED 6.00 AC.
VOL. 1365, PG. 561

PRELIMINARY
NOT TO BE RECORDED

SHEET 1 OF 2

LEGEND

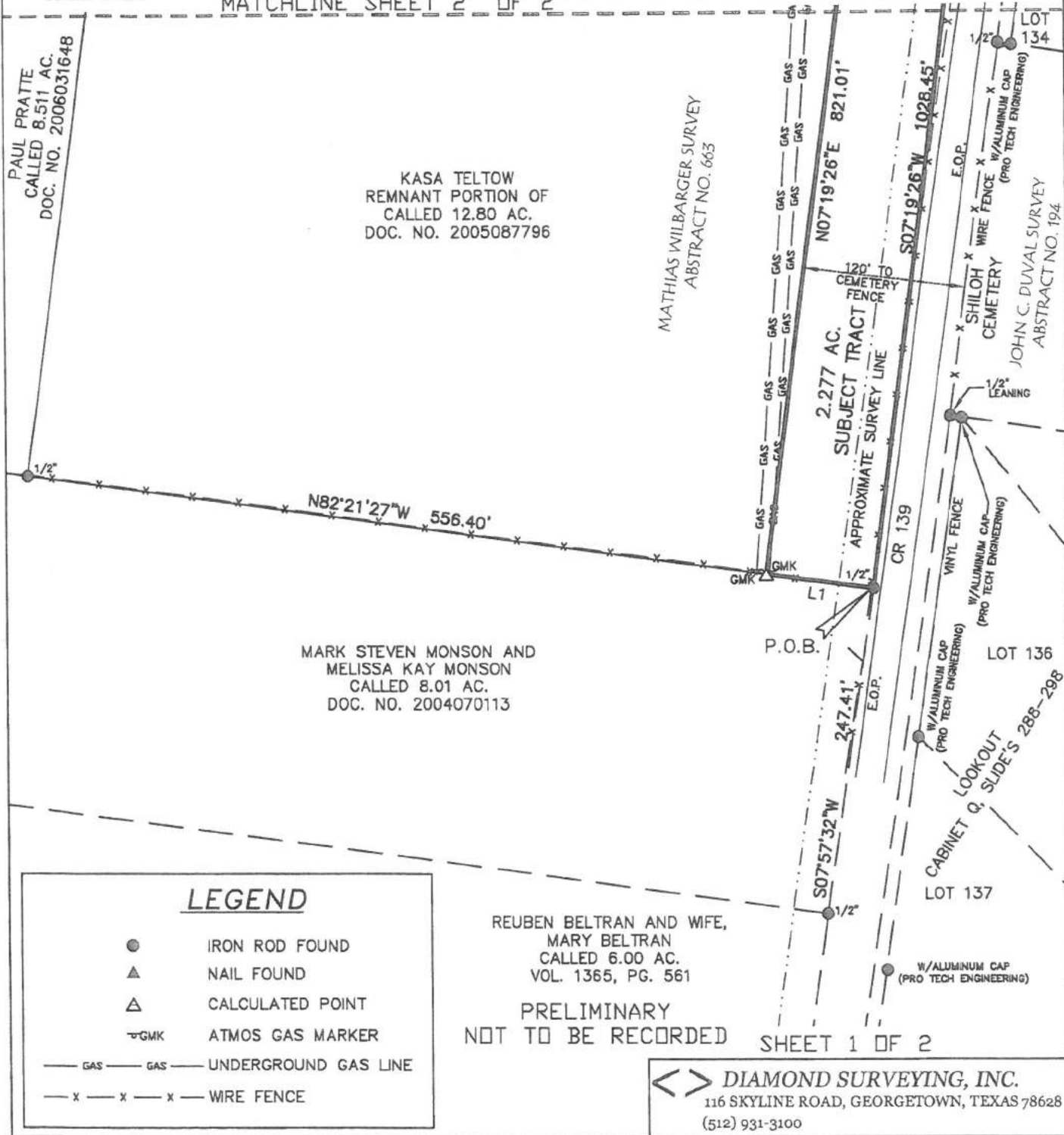
- IRON ROD FOUND
- ▲ NAIL FOUND
- △ CALCULATED POINT
- GMK ATMOS GAS MARKER
- GAS — GAS — UNDERGROUND GAS LINE
- X — X — X — WIRE FENCE



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628

(512) 931-3100



Teltow



R021340
10.08 Acres

CR-139

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9Y.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peter M. and Jody K. Thomsen, for 6.18 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PETER M. AND JODY K. THOMSEN, FOR 6.18 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Peter M. and Jody K. Thomsen, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Lookout at Brushy Creek also filed as Document Number 1999005134, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

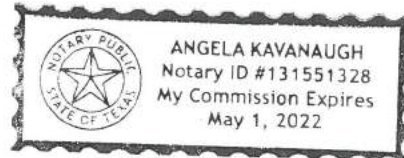
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 25 day of January, 2019.

Peter M. Thomsen

Peter M. Thomsen, Owner



THE STATE OF TEXAS }

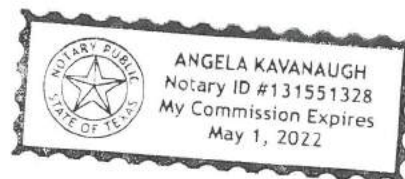
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 25 day of January 2019,
by Peter M. Thomsen, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Jody K. Thomsen

Jody K. Thomsen, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 25 day of January 2019,
by Jody K. Thomsen, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

Thomsen

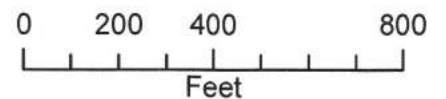


**R389719
6.18 Acres**

BRUSHY CREEK TRL

LOOKOUT CIR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9Z.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Frank D. and Deanne Tomlinson, for 4.702 acres, more or less, of land, located on West Creekbend Cove. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANK D. AND DEANNE TOMLINSON, FOR 4.702 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Frank D. and Deanne Tomlinson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Frank D. Tomlinson and Deanne Tomlinson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.702 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Estates of Brushy Creek also filed as Document Number 1998001639, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

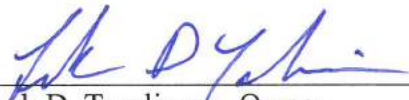
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

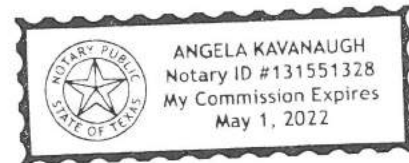
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 31 day of December, 2018.



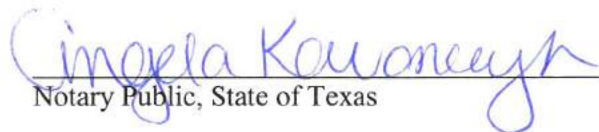
Frank D. Tomlinson, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

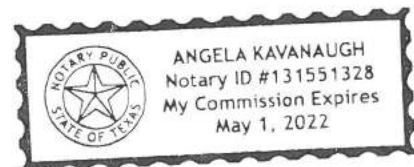
This instrument was acknowledged before me on the 31 day of December, 2018,
by Frank D. Tomlinson, Owner.



Notary Public, State of Texas



Deanne Tomlinson, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of December, 2018,
by Deanne Tomlinson, Owner.

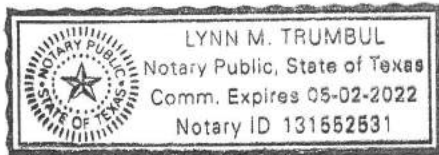
Angela Kaurneugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

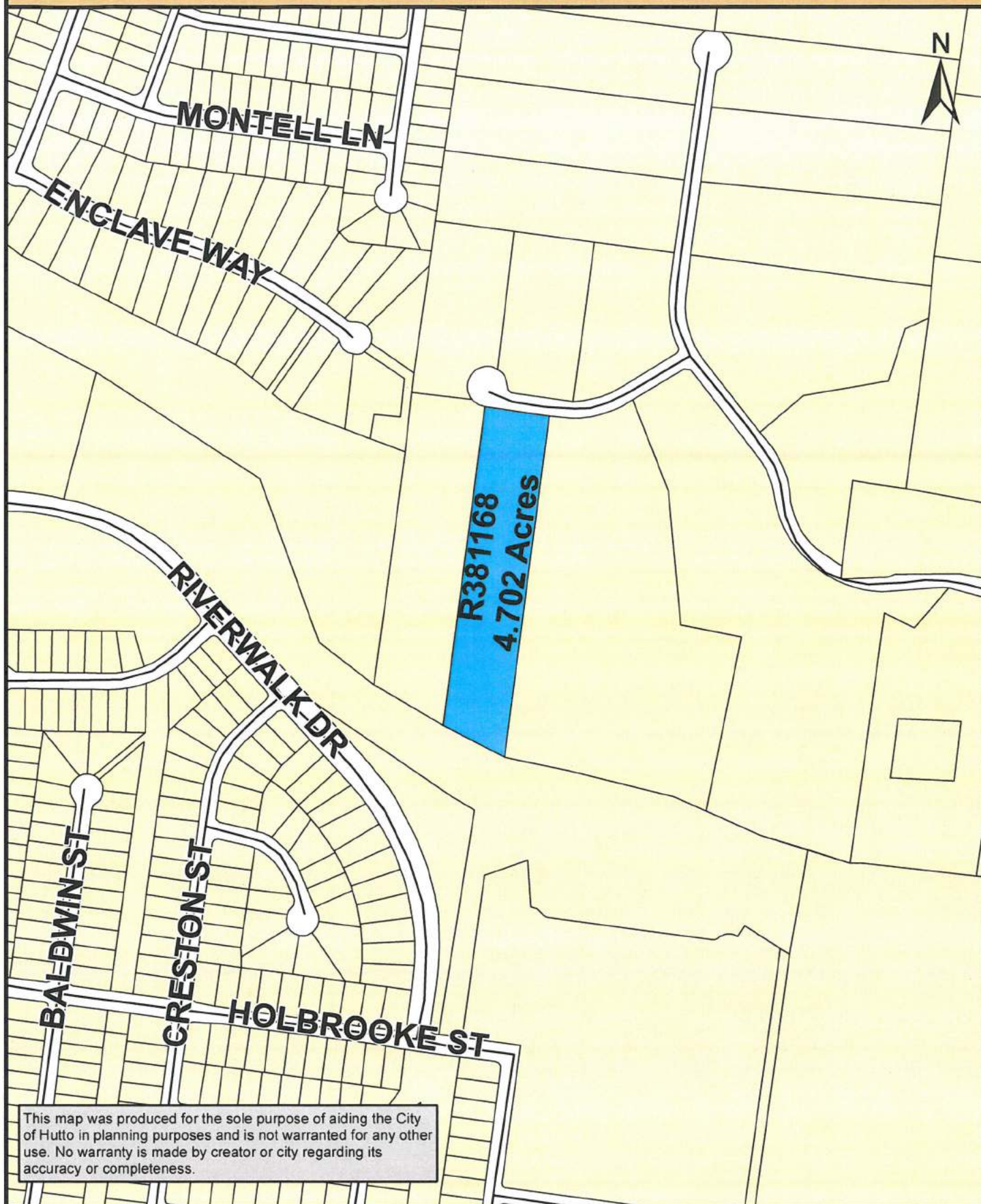
EXHIBIT "A"

LEGAL DESCRIPTION:

TOMLINSON TRACT – 1 (R381168):

LOT 8, BLOCK A (4.702 ACRES), THE ESTATES OF BRUSHY CREEK-SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET P, SLIDE 151, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Tomlinson 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9AA.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Frank D. and Deanne Tomlinson, for 13.2198 acres, more or less, of land, located on West Creekbend Cove. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANK D. AND DEANNE TOMLINSON, FOR 13.2198 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Frank D. and Deanne Tomlinson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Frank D. Tomlinson and Deanne Tomlinson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **13.2198 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Estates of Brushy Creek also filed as Document Number 1998001639, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

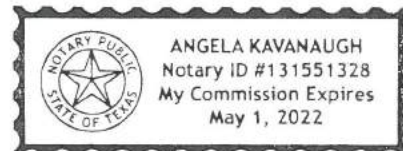
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 31 day of December, 20 18.

Frank D. Tomlinson
Frank D. Tomlinson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



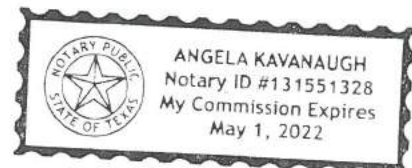
This instrument was acknowledged before me on the 31 day of December, 2018,
by Frank D. Tomlinson, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Deanne Tomlinson
Deanne Tomlinson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 31 day of December, 2018,
by Deanne Tomlinson, Owner.

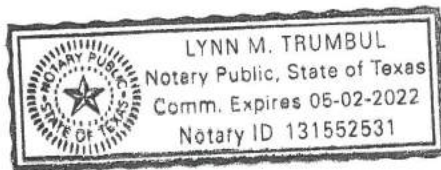
Angela Kavanagh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

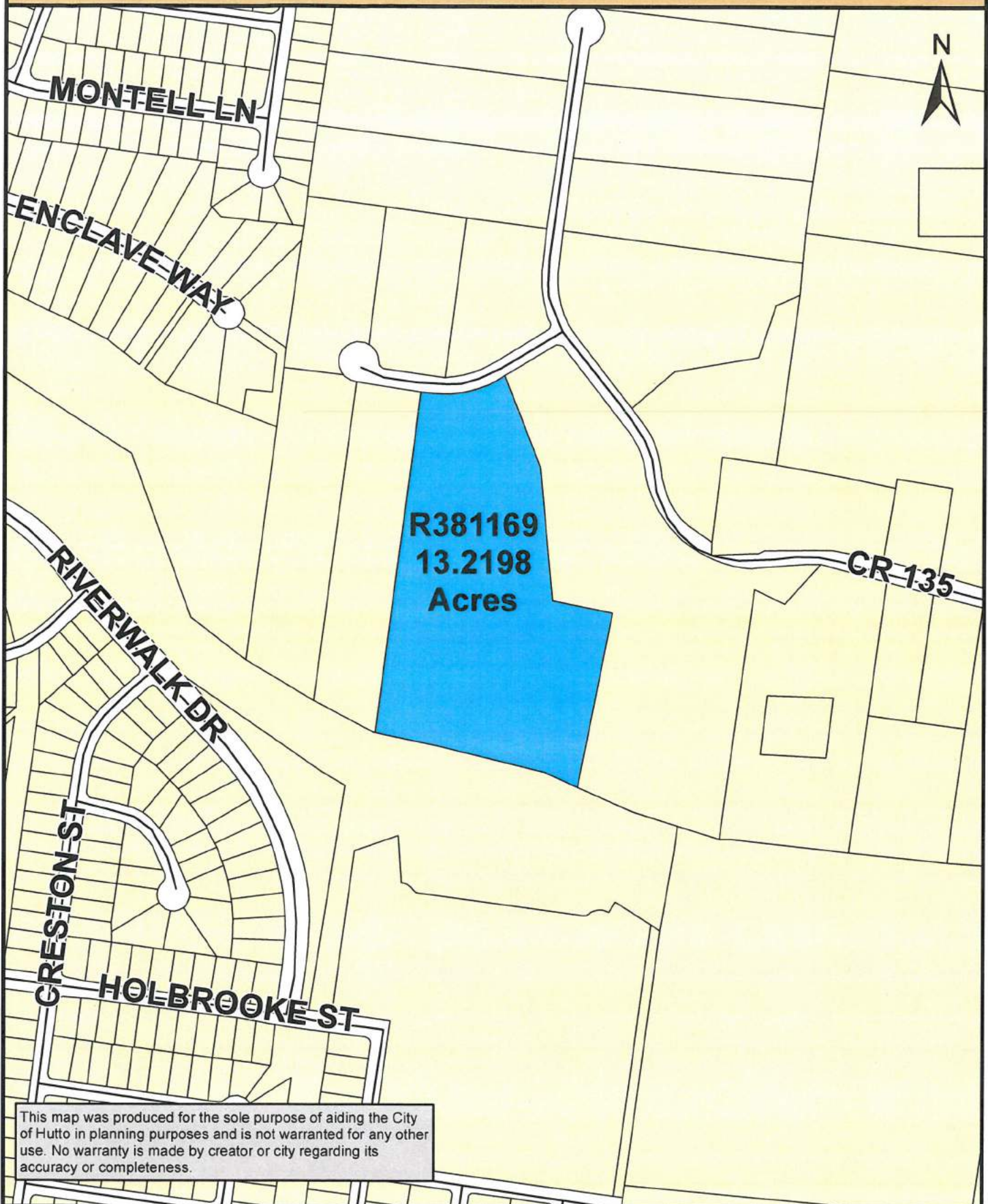
EXHIBIT "A"

LEGAL DESCRIPTION:

TOMLINSON TRACT - 2 (R381169):

LOTS 9, AND 10, BLOCK A (13.218 ACRES), THE ESTATES OF BRUSHY CREEK-SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, SLIDES 151-154 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Tomlinson 2



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9BB.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Robert G. and Vickie Vitek, for 8.333 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ROBERT G. AND VICKIE VITEK, FOR 8.333 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Robert G. and Vickie Vitek, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Robert G. Vitek and Vickie Vitek** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.333 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 (e.x. deck, pole barn, metal building) to an existing single family dwelling or on the Property in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

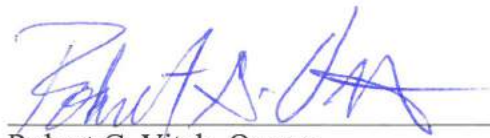
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

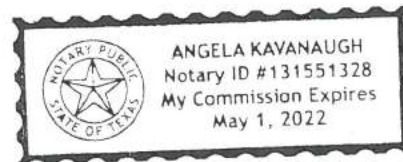
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 19 day of December, 2018.



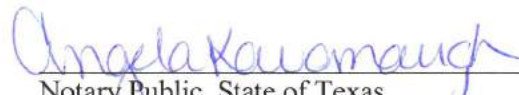
Robert G. Vitek, Owner



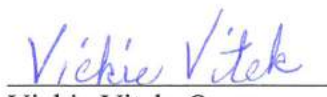
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

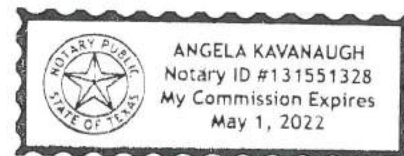
This instrument was acknowledged before me on the 19 day of December, 2018,
by Robert G. Vitek, Owner.



Notary Public, State of Texas



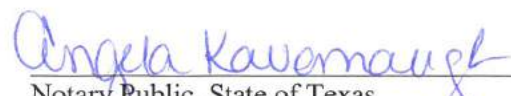
Vickie Vitek, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 19 day of December, 2018,
by Vickie Vitek, Owner.



Notary Public, State of Texas

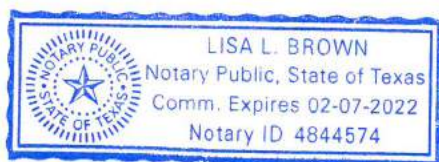


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December,
20 18, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

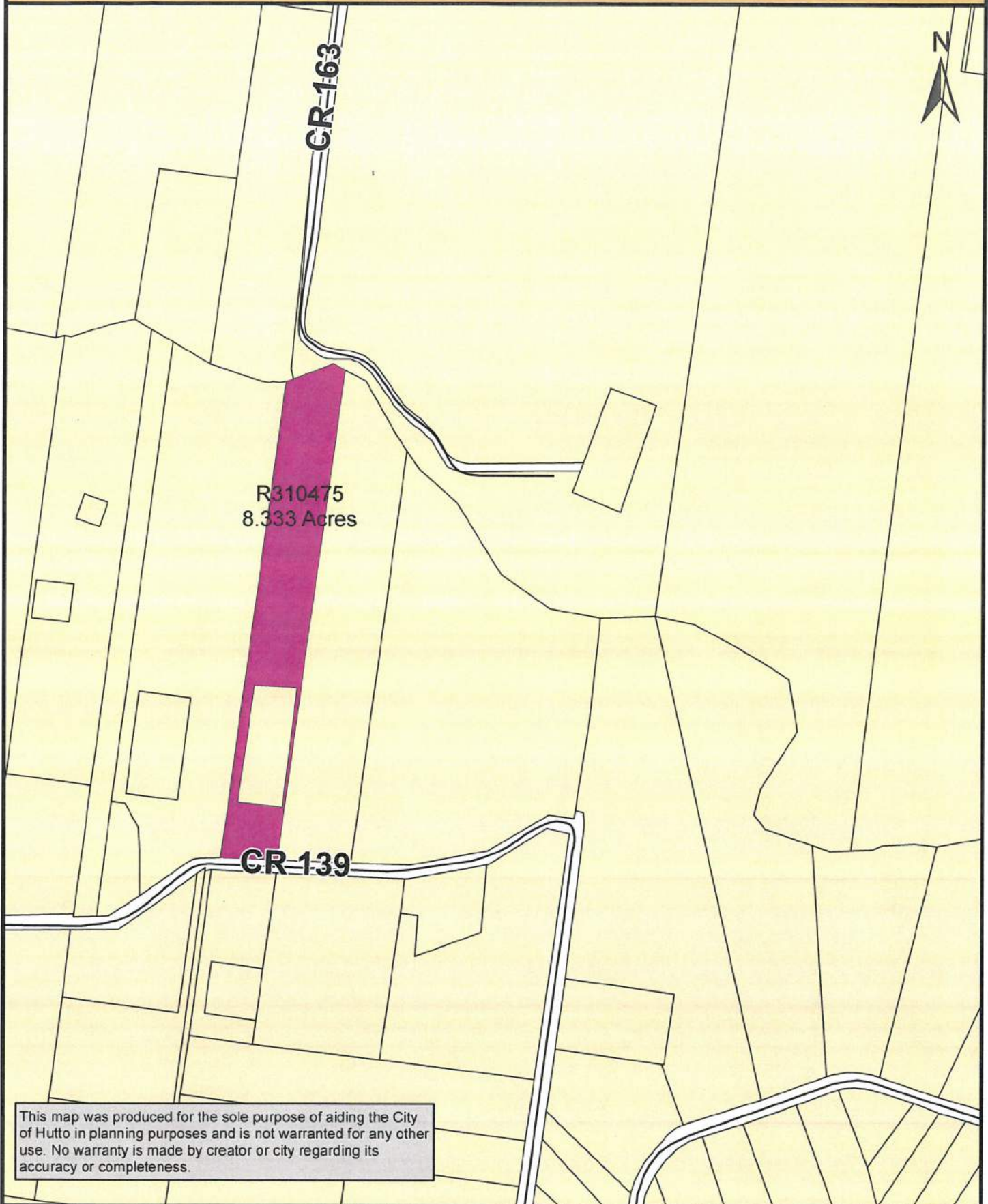
EXHIBIT "A"

LEGAL DESCRIPTION:

VITEK TRACT – (R310475):

8.333 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 7, 1980 AND RECORDED AS DOCUMENT NO. 19800633DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Vitek



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9CC.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Henry H. Vollentine, Jr. and Tracy A. Vollentine, for 21.28 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HENRY H. VOLLENTINE, JR. AND TRACY A. VOLLENTINE, FOR 21.28 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Henry H. Vollentine, Jr. and Tracy A. Vollentine, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Henry H. Vollentine, Jr. and Tracy A. Vollentine** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **21.28 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

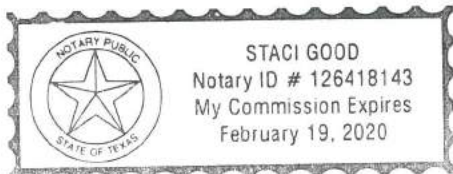
Entered into this 22 day of JANUARY, 2019.


Henry H. Vollentine, Jr., Owner

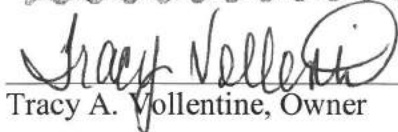
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22 day of Jan., 2019 December, 2018; us
by Henry H. Vollentine, Jr., Owner.



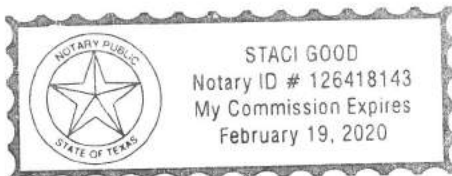

Notary Public, State of Texas

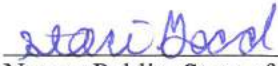

Tracy A. Vollentine, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22 day of Jan., 2019 December, 2018, us
by Tracy A. Vollentine, Owner.




Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

VOLLENTINE TRACT – (R020547):

21.28 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. FARLEY SURVEY, ABSTRACT NO. 238, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED WITH FIRST AND SECOND VENDORS LIENS DATED NOVEMBER 21, 2002 AND RECORDED AS DOCUMENT NO. 2002092756, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

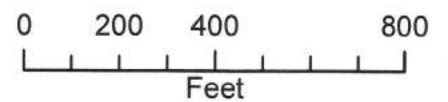
Vollentine



FM
1660

R020547
21.28 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9DD.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elmer L. and Irene G. Walton, for 30.85 acres, more or less, of land, located on CR 135. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

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BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ELMER L. AND IRENE G. WALTON, FOR 30.85 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Elmer L. and Irene G. Walton, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Elmer L. Walton and Irene G. Walton** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **30.85 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

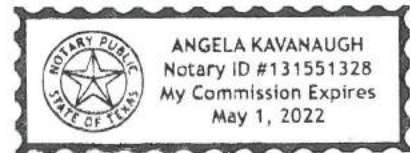
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 31 day of January, 2019.

Elmer L. Walton
Elmer L. Walton, Owner



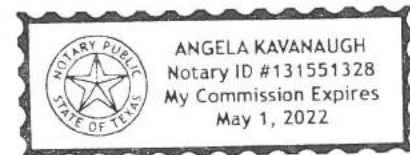
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019 ^{AK}
by Elmer L. Walton, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Irene G. Walton
Irene G. Walton, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019
by Irene G. Walton, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

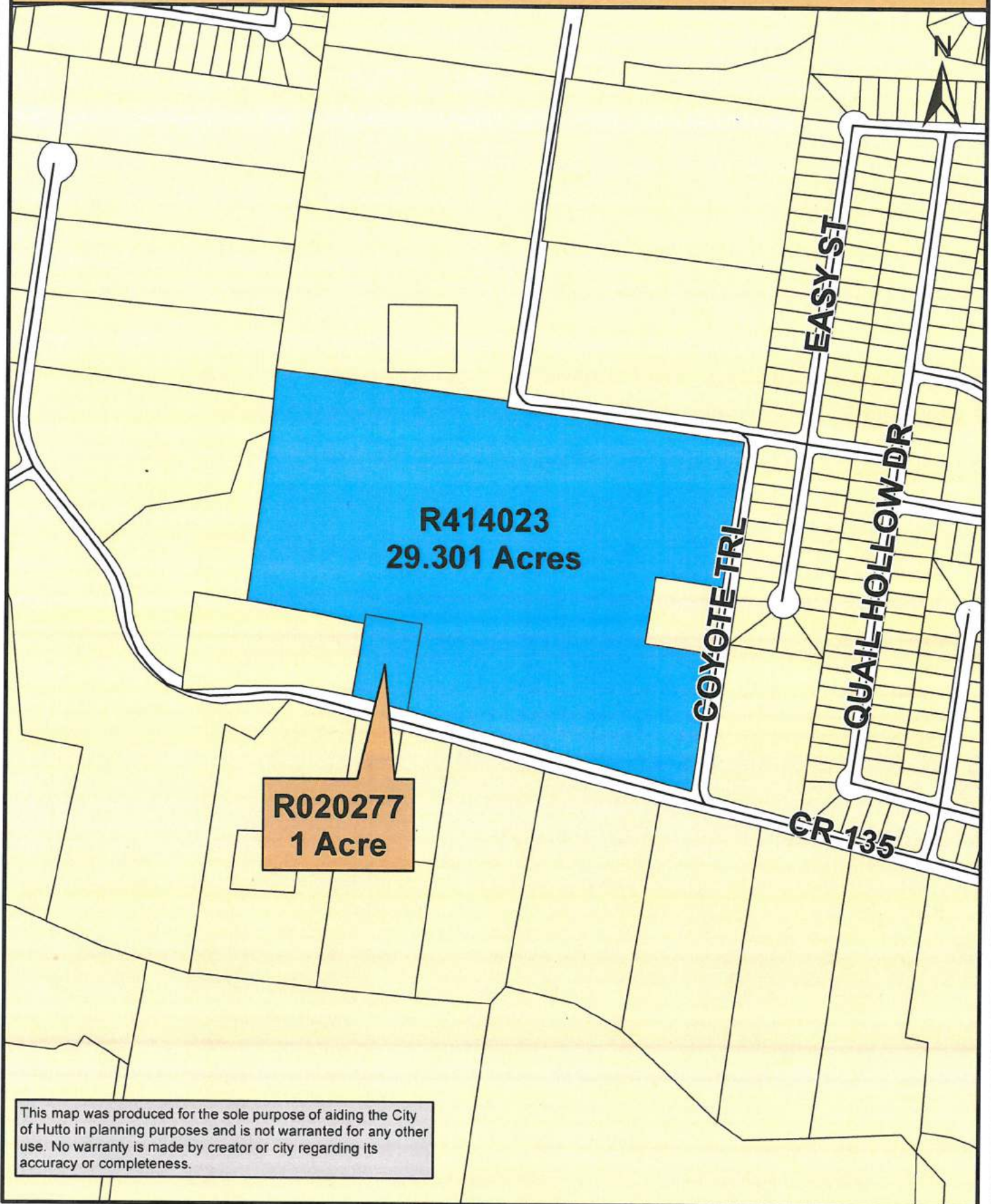
EXHIBIT "A"

LEGAL DESCRIPTION:

WALTON TRACT – (R414023 and R020277):

30.85 ACRES OF LAND, MORE OR LESS, SITUATED IN THE W.J. BROWN SURVEY, ABSTRACT NO. 105, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN QUITCLAIM DEED DATED FEBRUARY 14, 1991 AND RECORDED AS DOCUMENT NO. 1991005650, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Walton



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9EE.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 29.41 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE WANDEL FAMILY PARTNERSHIP LTD, FOR 29.41 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Wandel Family Partnership LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wandel Family Partnership, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **29.41 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 31st day of December, 20 18.

Bail Wandel Hendryx
Owner

Printed Name: BAIL WANDEL HENDRYX

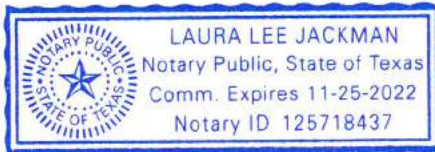
Title: PARTNER

Wandel Family Partnership, LTD, Owner

THE STATE OF TEXAS }

COUNTY OF Harris }

This instrument was acknowledged before me on the 31st day of December, 2018, by Bail Wandel Hendryx Partner of Wandel Family Partnership, LTD, Owner.



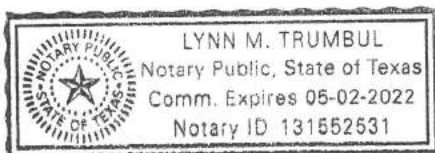
Laura Lee Jackman
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

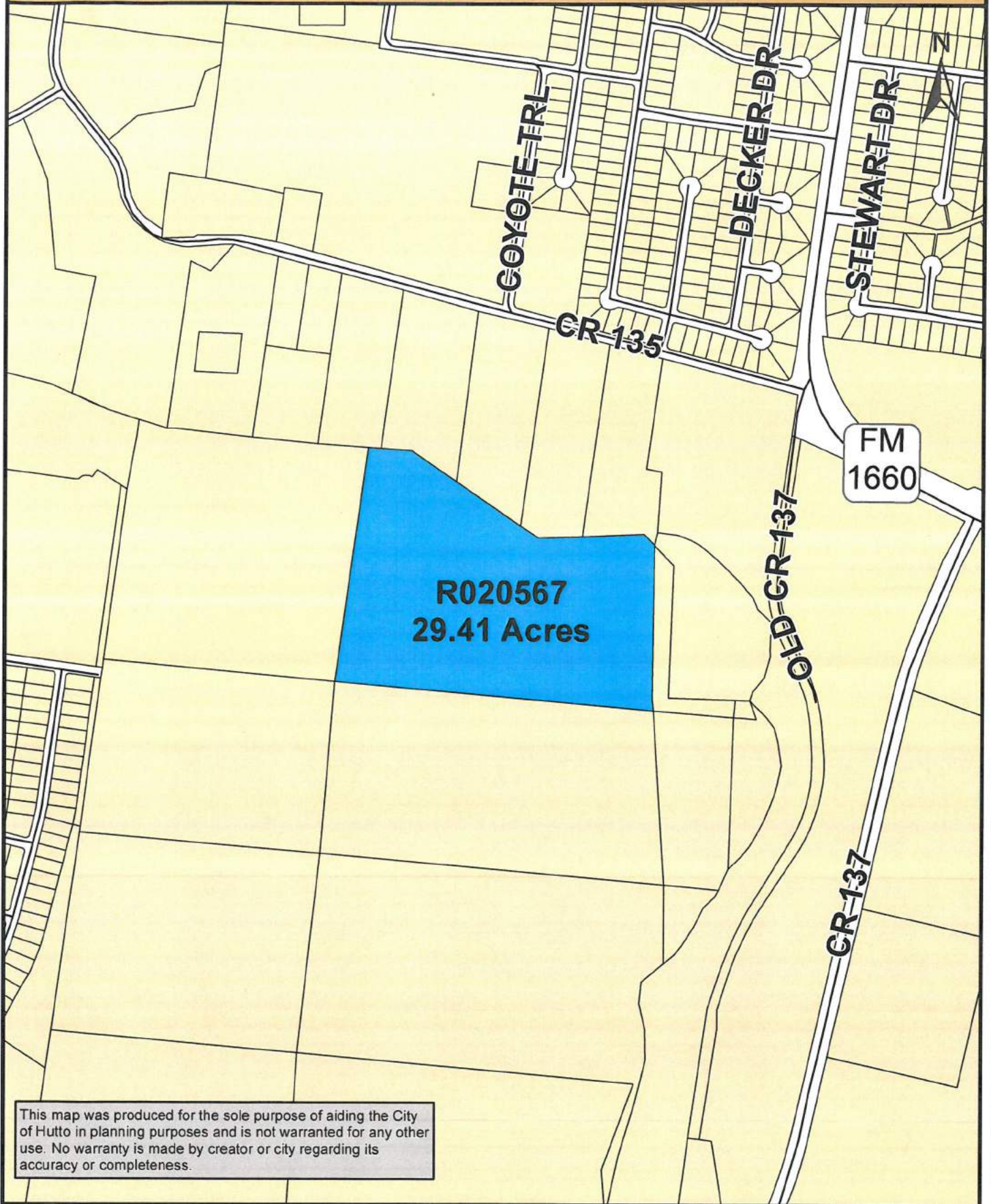
EXHIBIT "A"

LEGAL DESCRIPTION:

WANDEL FAMILY PARTNERSHIP, LTD TRACT – 1 (R020567):

29.41 ACRES OF LAND, MORE OR LESS, SITUATED IN THE C.J. GERLACK SURVEY, ABSTRACT NO. 261, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED DECEMBER 17, 1998 AND RECORDED AS DOCUMENT NO. 1999000124, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Wandel Family Partnership LTD 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9FF.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 1.92 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

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BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE WANDEL FAMILY PARTNERSHIP LTD, FOR 1.92 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Wandel Family Partnership LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wandel Family Partnership, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.92 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 31 day of December, 2018.

Gail Wandel Hendryx
Owner

Printed Name: GAIL WANDEL HENDRYX

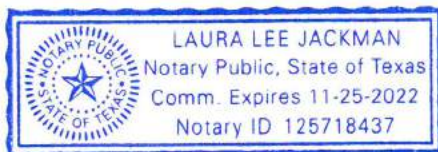
Title: PARTNER

Wandel Family Partnership, LTD, Owner

THE STATE OF TEXAS }

COUNTY OF Harris }

This instrument was acknowledged before me on the 31st day of December, 2018, by Gail Wandel Hendryx, Partner of Wandel Family Partnership, LTD, Owner.



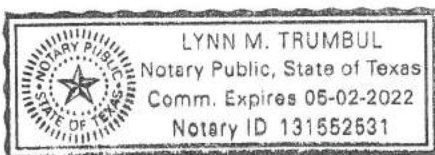
Laura Lee Jackman
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

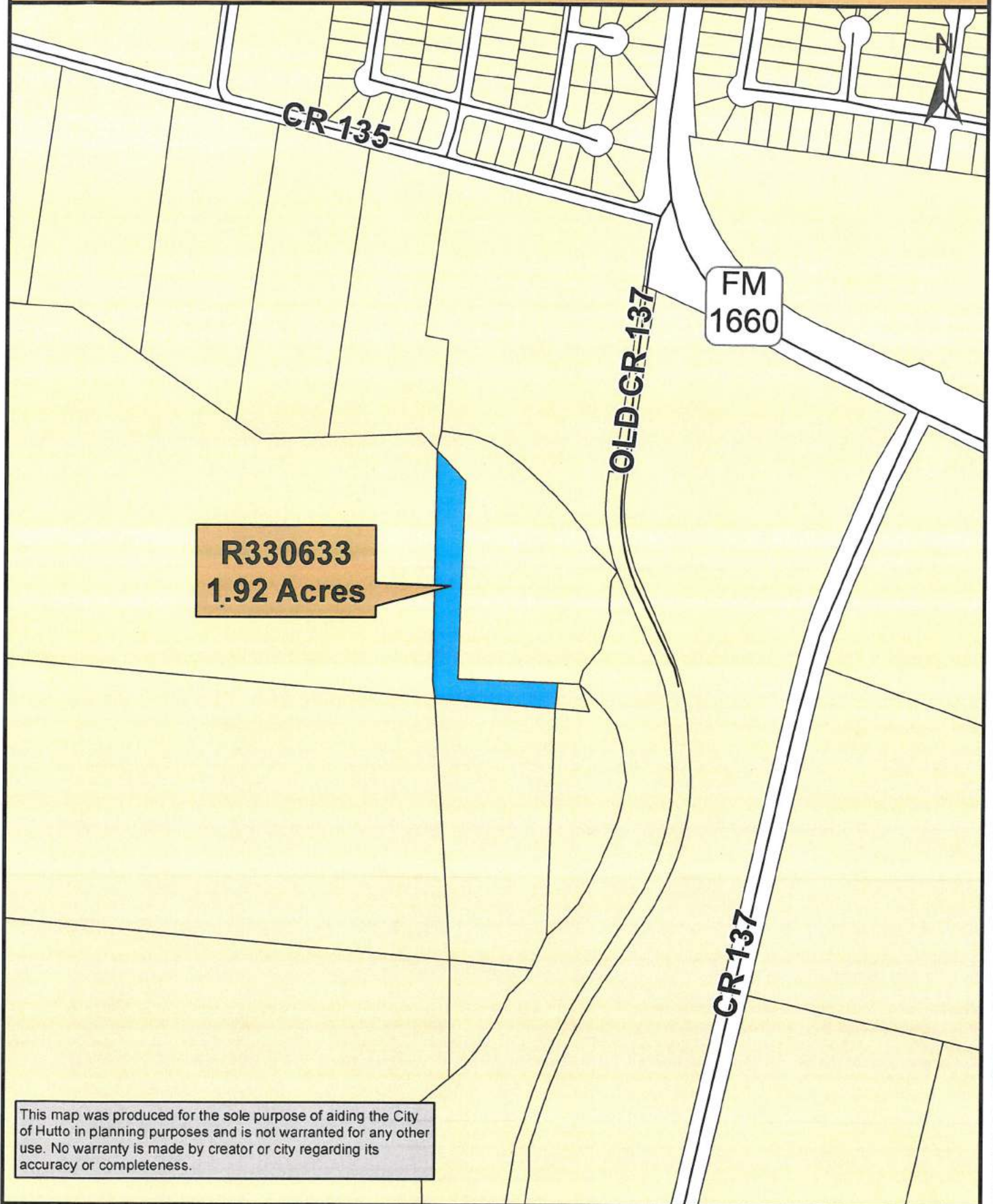
EXHIBIT "A"

LEGAL DESCRIPTION:

WANDEL FAMILY PARTNERSHIP, LTD TRACT – 2 (R330633):

1.92 ACRES OF LAND, MORE OR LESS, SITUATED IN THE I&GNRR SURVEY, ABSTRACT NO. 336, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED DECEMBER 17, 1998 AND RECORDED AS DOCUMENT NO. 1999000124, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Wandel Family Partnership LTD 2



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9GG.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 26.41 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE WANDEL FAMILY PARTNERSHIP LTD, FOR 26.41 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Wandel Family Partnership LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wandel Family Partnership, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **26.41 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 31 day of December, 2018.

Gail Wandel Hendryx
Owner

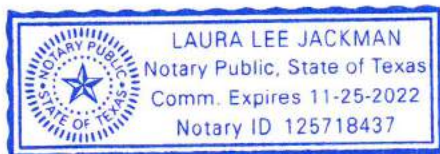
Printed Name: GAIL WANDEL HENDRYX

Title: partner
Wandel Family Partnership, LTD, Owner

THE STATE OF TEXAS }

COUNTY OF Harris }

This instrument was acknowledged before me on the 31st day of December, 2018, by Gail Wandel Hendryx, Partner of Wandel Family Partnership, LTD, Owner.



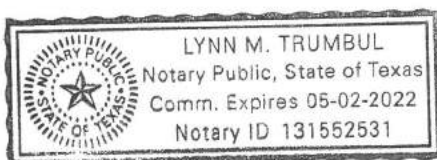
Laura Lee Jackman
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

WANDEL FAMILY PARTNERSHIP, LTD TRACT – 3 (R330634):

26.41 ACRES OF LAND, MORE OR LESS, SITUATED IN THE T.J. SMITH SURVEY, ABSTRACT NO. 589, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED DECEMBER 17, 1998 AND RECORDED AS DOCUMENT NO. 1999000124, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Wandel Family Partnership LTD 3



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9HH.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wandel Family Partnership LTD, for 0.17 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE WANDEL FAMILY PARTNERSHIP LTD, FOR 0.17 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Wandel Family Partnership LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wandel Family Partnership, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **0.17 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 31ST day of December, 20 18.

Gail Wandel Hendryx
Owner

Printed Name: GAIL WANDEL HENDRYX

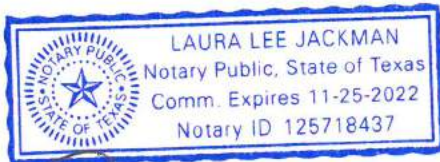
Title: PARTNER

Wandel Family Partnership, LTD, Owner

THE STATE OF TEXAS }

COUNTY OF Harris }

This instrument was acknowledged before me on the 31st day of December, 2018, by Gail Wandel Hendryx, Partner of Wandel Family Partnership, LTD, Owner.



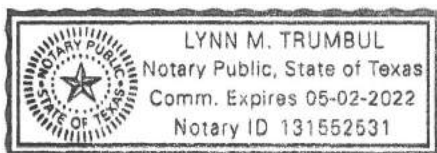
Laura Lee Jackman
Notary Public, State of Texas

Odys Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 20 19, by Odys Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

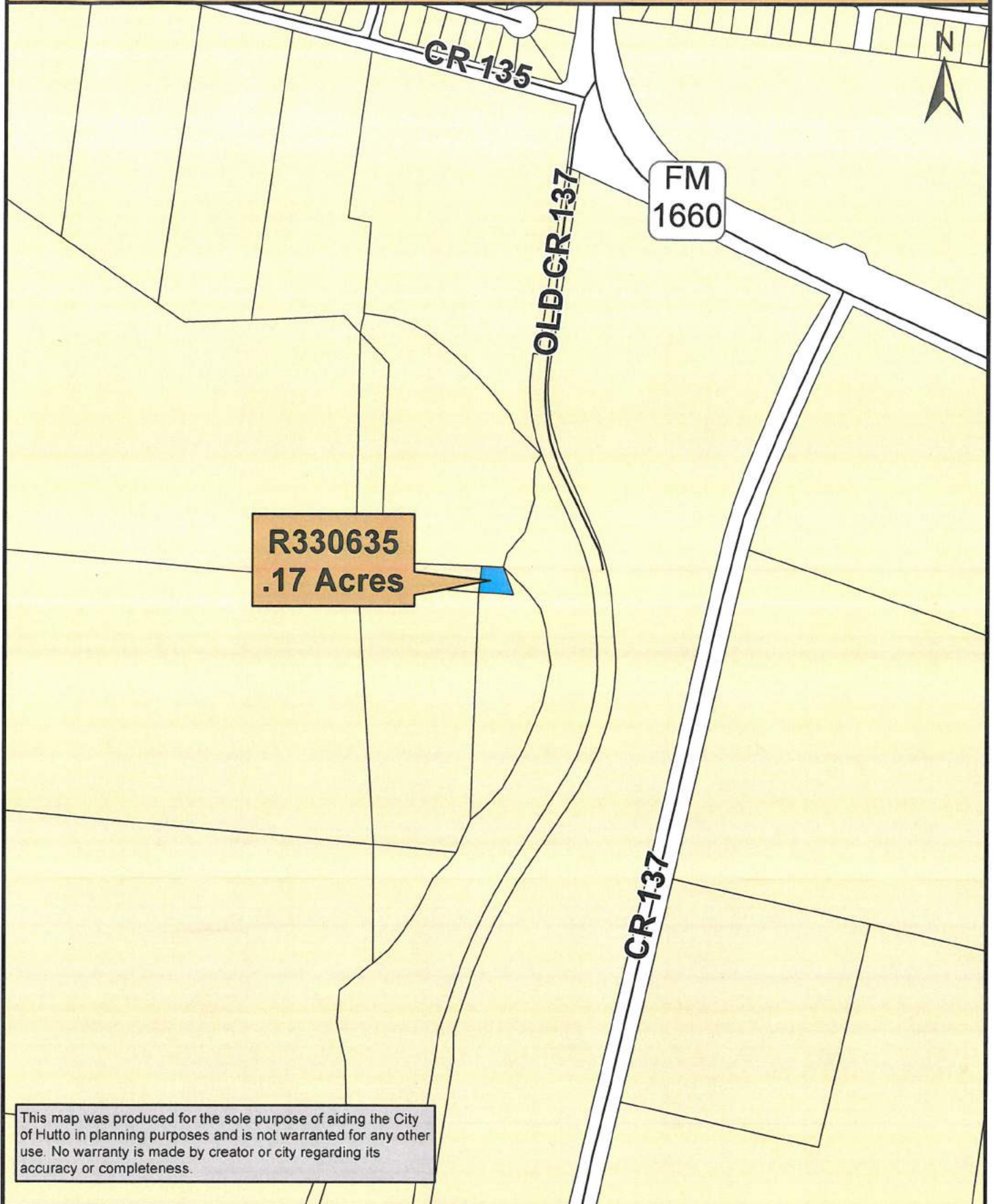
EXHIBIT "A"

LEGAL DESCRIPTION:

WANDEL FAMILY PARTNERSHIP, LTD TRACT – 4 (R330635):

0.17 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WM. GATLIN HRS. SURVEY, ABSTRACT NO. 271, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED DECEMBER 17, 1998 AND RECORDED AS DOCUMENT NO. 1999000124, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Wandel Family Partnership LTD 4



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9II.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Betty B. Warner and the Estate of John D. Warner, for 9.482 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BETTY B. WARNER AND THE ESTATE OF JOHN D. WARNER, FOR 9.482 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Betty B. Warner and the Estate of John D. Warner, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

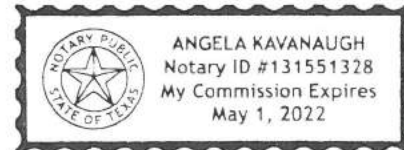
Entered into this 17 day of December, 2018.

Betty B. Warner

Betty B. Warner and the Estate of John D. Warner, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 17 day of December, 2018, by Betty B. Warner and the Estate of John D. Warner, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.



Lisa L. Brown
Notary Public, State of Texas

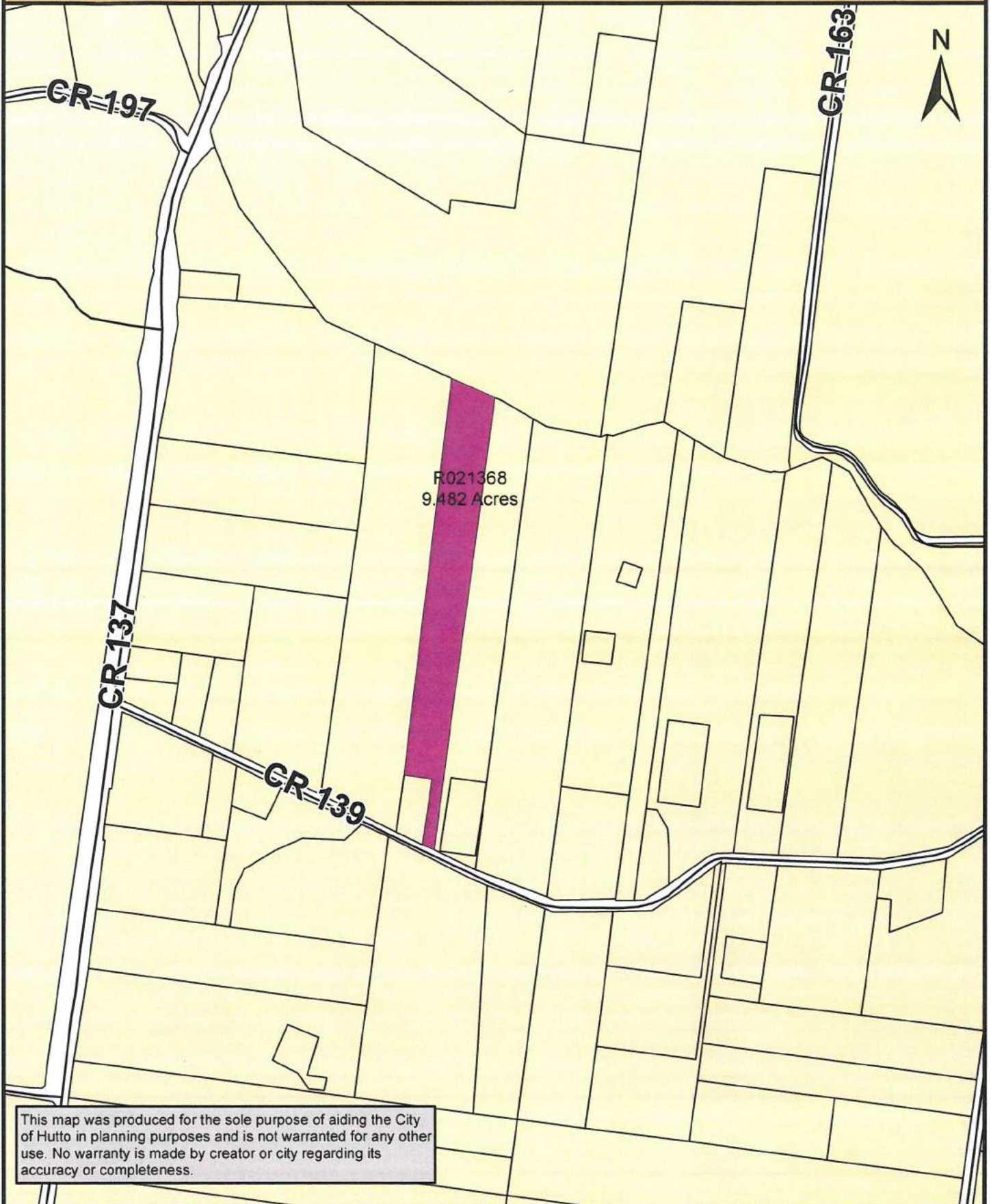
EXHIBIT "A"

LEGAL DESCRIPTION:

WARNER TRACT – (R021368):

9.482 ACRES OF LAND, MORE OR LESS, SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN ASSUMPTION WARRANTY DEED DATED AUGUST 13, 2007 AND RECORDED AS DOCUMENT NO. 2007071470, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Warner



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9JJ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Don and Gladys O. Weiss, for 13.895 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DON AND GLADYS O. WEISS, FOR 13.895 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Don and Gladys O. Weiss, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Don Weiss and Gladys O. Weiss** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **13.895 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

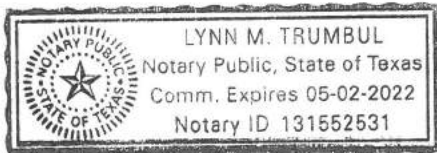
Entered into this 18 day of DEC, 2018.

Don Weiss
Don Weiss, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Don Weiss, Owner.



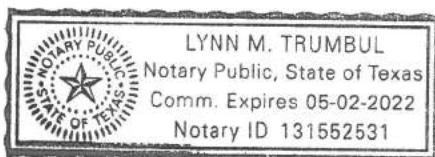
Lynn M. Trumbul
Notary Public, State of Texas

Gladys O. Weiss
Gladys O. Weiss, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Gladys O. Weiss, Owner.



Lynn M. Trumbul
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20th day of December,
20 18, by Odis Jones, City Manager, City of Hutto, Texas.


Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

WEISS TRACT – (R319967):

13.895 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED JUNE 30, 2016 AND RECORDED AS DOCUMENT NO. 2016058796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Weiss



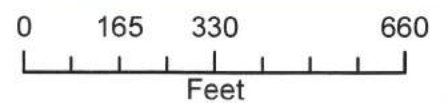
CR-139

R319967
13.895 Acres

CR-138

CR-137

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9KK.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. and Frances M. Albert, for 1.5 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM E. AND FRANCES M. ALBERT, FOR 1.5 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William E. and Frances M. Albert, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William E. Albert and Frances M. Butler Albert** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.5 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

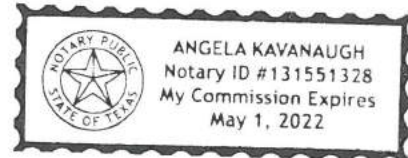
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 9 day of January, 2019.

William E. Albert
William E. Albert, Owner



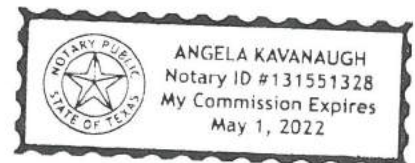
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January, 2019, by William E. Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Frances M. Butler Albert
Frances M. Butler Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January, 2019, by Frances Marie Butler Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

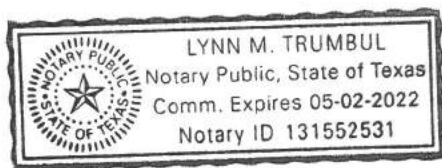


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT – (R020288):

1.5 ACRES SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED SEPTEMBER 21, 1978 AND RECORDED AS DOCUMENT NO. 19789828DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert



CR-132



LIMMER LOOP

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9LL.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 131.1196 acres, more or less, of land, located at the northeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM E. ALBERT AND CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES OF THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST, FOR 131.1196 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William E. Albert, Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **131.1196 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 2ND day of JANUARY, 20 19.

Clifford W. Albert
Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS }

COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Justine Bolin
Notary Public, State of ARKANSAS



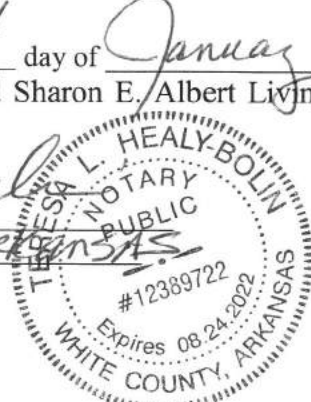
Sharon E. Albert
Sharon E. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS }

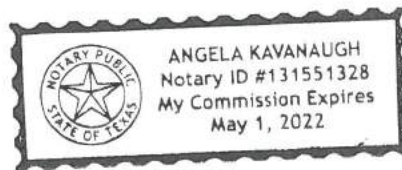
COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Justine Bolin
Notary Public, State of ARKANSAS



William Ernest Albert
William Ernest Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January 2019,
by William Ernest Albert, Owner.

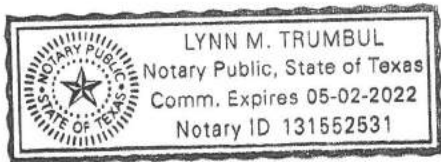
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lyn M Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT – 1 (R020287):

131.1196 ACRES SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED MARCH 26, 2013 AND RECORDED AS DOCUMENT NO. 2013029401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert Liv Trust



CR-132

R020287
131.1196 Acres

BER LN

LIMMER LOOP

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9MM.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 5.85 acres, more or less, of land, located at the northeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM E. ALBERT AND CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES OF THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST, FOR 5.85 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William E. Albert, Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.85 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 2ND day of JANUARY, 20 19.

Clifford W. Albert
Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS }

COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Teresa L. Healy-Bolin
Notary Public, State of ARKANSAS
#12389722
Expires 08.24.2022
WHITE COUNTY, ARKANSAS

Sharon E. Albert
Sharon E. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

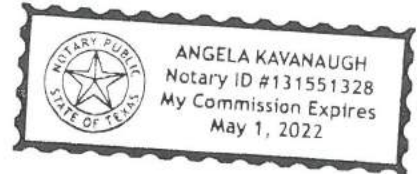
THE STATE OF ARKANSAS }

COUNTY OF White }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Teresa L. Healy-Bolin
Notary Public, State of ARKANSAS
#12389722
Expires 08.24.2022
WHITE COUNTY, ARKANSAS

William Ernest Albert
William Ernest Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January 2019,
by William Ernest Albert, Owner.

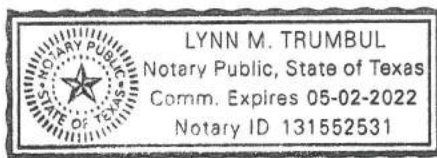
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT – 2 (R325387):

5.85 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED MARCH 26, 2013 AND RECORDED AS DOCUMENT NO. 2013029401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert Liv Trust 2



R325387
5.85 Acres

LIMMER-LOOP

CR-132

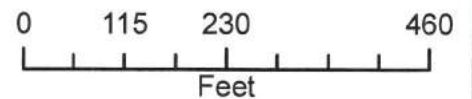
MAGER-LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document (T:\SITE LOCATION MAPS\

2018 Site Location Maps\Annexation_Maps\

Area_7\Albert_Liv_Trust_2) 12/17/18 - 4:15:15 PM



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9NN.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 1.24 acres, more or less, of land, located at the southeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM E. ALBERT AND CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES OF THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST, FOR 1.24 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William E. Albert, Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.24 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 12.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 2ND day of JANUARY, 20 19.

Clifford W. Albert
Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS }

COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Justine B. Bolin
Notary Public, State of Arkansas


Sharon E. Albert
Sharon E. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

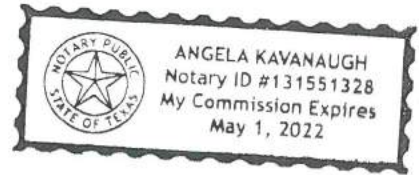
THE STATE OF ARKANSAS }

COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Justine B. Bolin
Notary Public, State of Arkansas


William Ernest Albert
William Ernest Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January 2019, ~~December~~, 2018,
by William Ernest Albert, Owner.

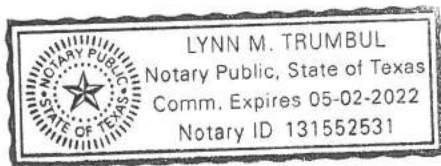
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lyn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT – 3 (R325388):

1.24 ACRES SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED MARCH 26, 2013 AND RECORDED AS DOCUMENT NO. 2013029401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert Liv Trust 3



CR-132

LIMMER-LOOP

R325388
1.24 Acres

MAGER-LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document (T:\SITE LOCATION MAPS\

2018 Site Location Maps\Annexation_Maps\

Area_7\Albert_Liv_Trust_3) 12/17/18 - 4:19:25 PM



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 900.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 1.47 acres, more or less, of land, located at the southeast corner of CR 132 and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM E. ALBERT AND CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES OF THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST, FOR 1.47 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William E. Albert, Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.47 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 2ND day of JANUARY, 20 19.

Clifford W. Albert
Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS }

COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Teressa L. Healy-Bolin
Notary Public, State of Arkansas
#12389722
Expires 08.24.2022
WHITE COUNTY, ARKANSAS

Sharon E. Albert
Sharon E. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

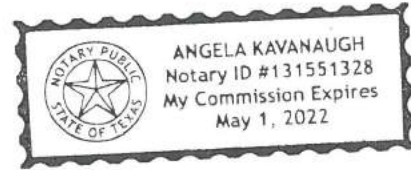
THE STATE OF ARKANSAS }

COUNTY OF White }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Teressa L. Healy-Bolin
Notary Public, State of Arkansas
#12389722
Expires 08.24.2022
WHITE COUNTY, ARKANSAS

William Ernest Albert
William Ernest Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January 2019,
by William Ernest Albert, Owner.

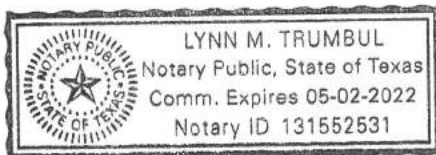
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lyn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT – 4 (R448462):

1.47 ACRES SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED MARCH 26, 2013 AND RECORDED AS DOCUMENT NO. 2013029401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert Liv Trust 4



CR-132

LIMMER-LOOP

R448462
1.47 Acres

MAGER-LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document (T:\SITE LOCATION MAPS\

2018 Site Location Maps\Annexation_Maps\

Area_7\Albert_Liv_Trust_4) 12/17/18 - 4:21:48 PM



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9PP.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Phillip R. and Brenda Bradley, for 8.99 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PHILLIP R. AND BRENDA BRADLEY, FOR 8.99 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Phillip R. and Brenda Bradley, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Phillip R. Bradley and Brenda Bradley** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.99 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Estates of Brushy Creek also filed as Document Number 1999005134, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

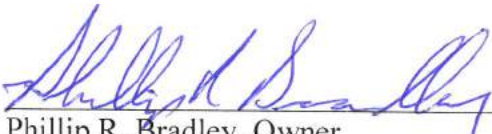
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

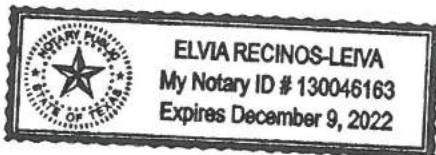
Entered into this 18 day of FEBRUARY, 2019.


Phillip R. Bradley, Owner

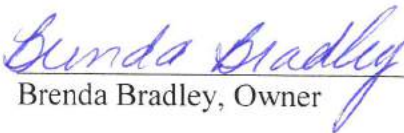
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of February, 2019
by Phillip R. Bradley, Owner. ~~December, 2018,~~ (MD)



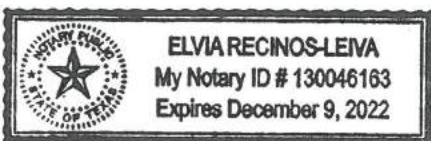

Notary Public, State of Texas


Brenda Bradley, Owner

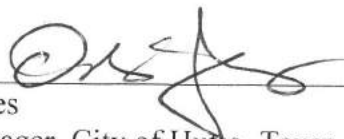
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of February, 2019
by Brenda Bradley, Owner. ~~December, 2018,~~ (MD)




Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

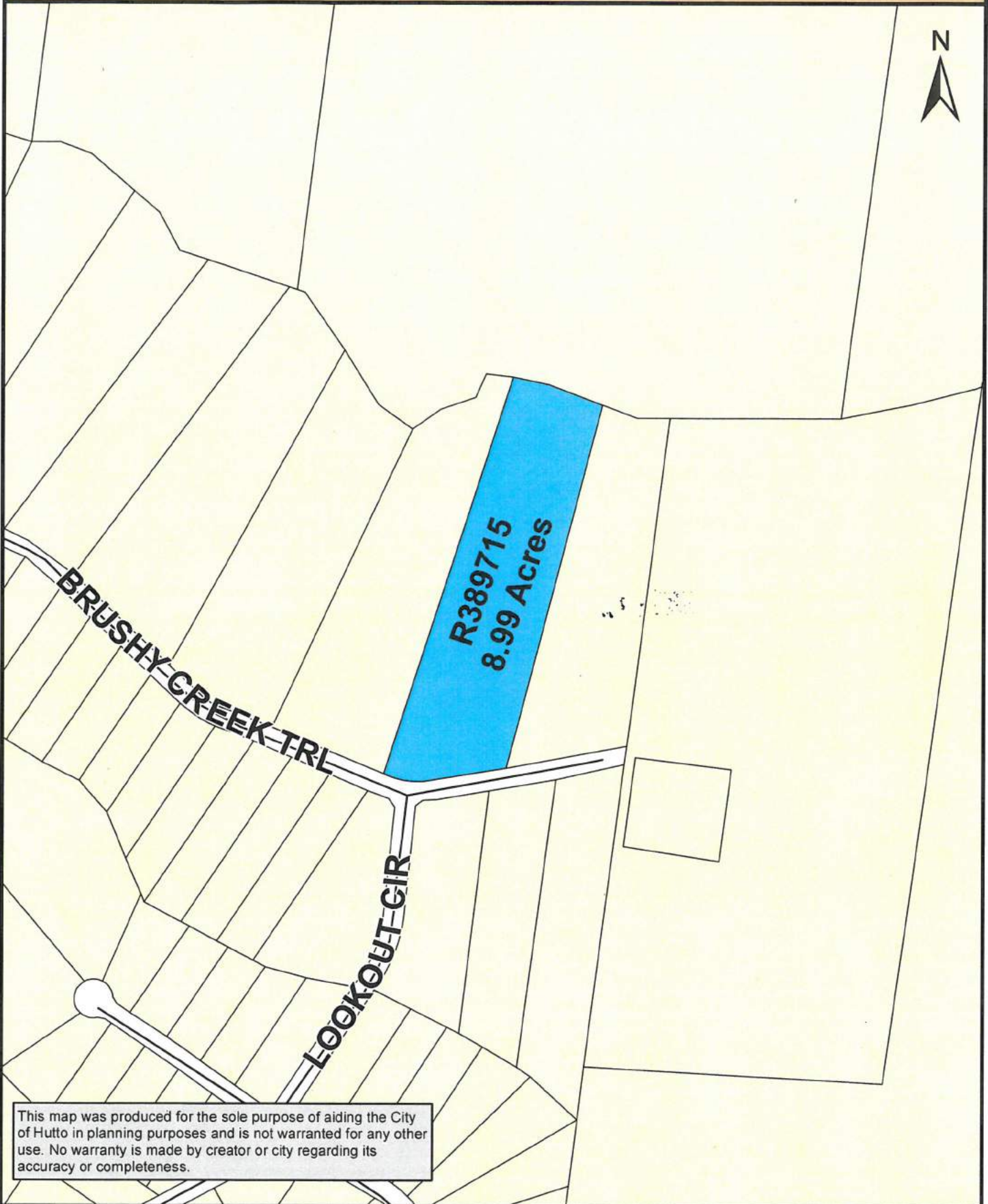
EXHIBIT "A"

LEGAL DESCRIPTION:

BRADLEY TRACT – (R389715):

LOT 124 (8.99 ACRES), OF THE LOOKOUT AT BRUSHY CREEK, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDE 288, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

Bradley



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9QQ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sam Cardozo, for 20.01 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SAM CARDOZO, FOR 20.01 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Sam Cardozo, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Sam Cardozo** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.01 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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, and may maintain, repair or upgrade an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. This agreement may be extended in accordance with the Texas Local Government Code Section 212.172, as amended.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

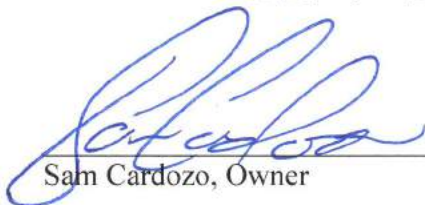
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

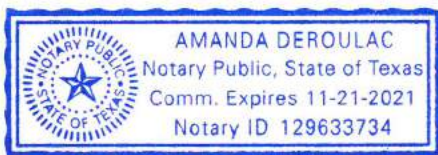
Entered into this 4 day of February, 2019.


Sam Cardozo, Owner

THE STATE OF TEXAS }

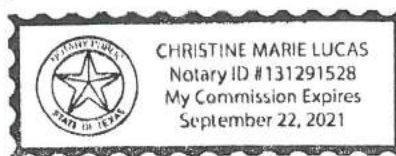
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of ~~December, 2018~~, February, 2019, by Sam Cardozo, Owner.




Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of March, 2019, by Odis Jones, City Manager, City of Hutto, Texas.


Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

CARDOZO TRACT – 1 (R021365):

20.01 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED OCTOBER 20, 2014 AND RECORDED AS DOCUMENT NO. 2014084325, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Cardozo 1



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9RR.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sam Cardozo, for 20.02 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SAM CARDOZO, FOR 20.02 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Sam Cardozo, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Sam Cardozo** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.02 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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, and may maintain, repair or upgrade an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. This agreement may be extended in accordance with the Texas Local Government Code Section 212.172, as amended.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

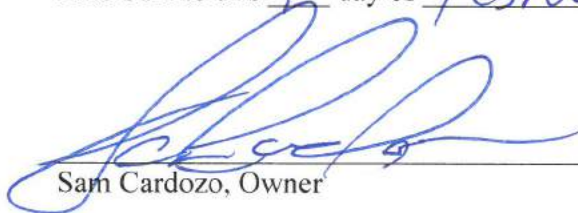
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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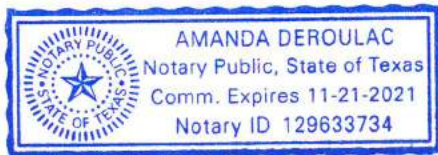
Entered into this 4 day of February, 2019.


Sam Cardozo, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4 day of ~~December, 2018,~~ February, 2019
by Sam Cardozo, Owner.

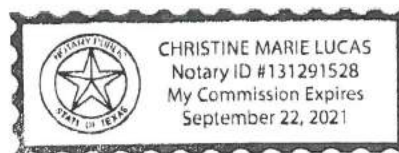



Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.


Notary Public, State of Texas

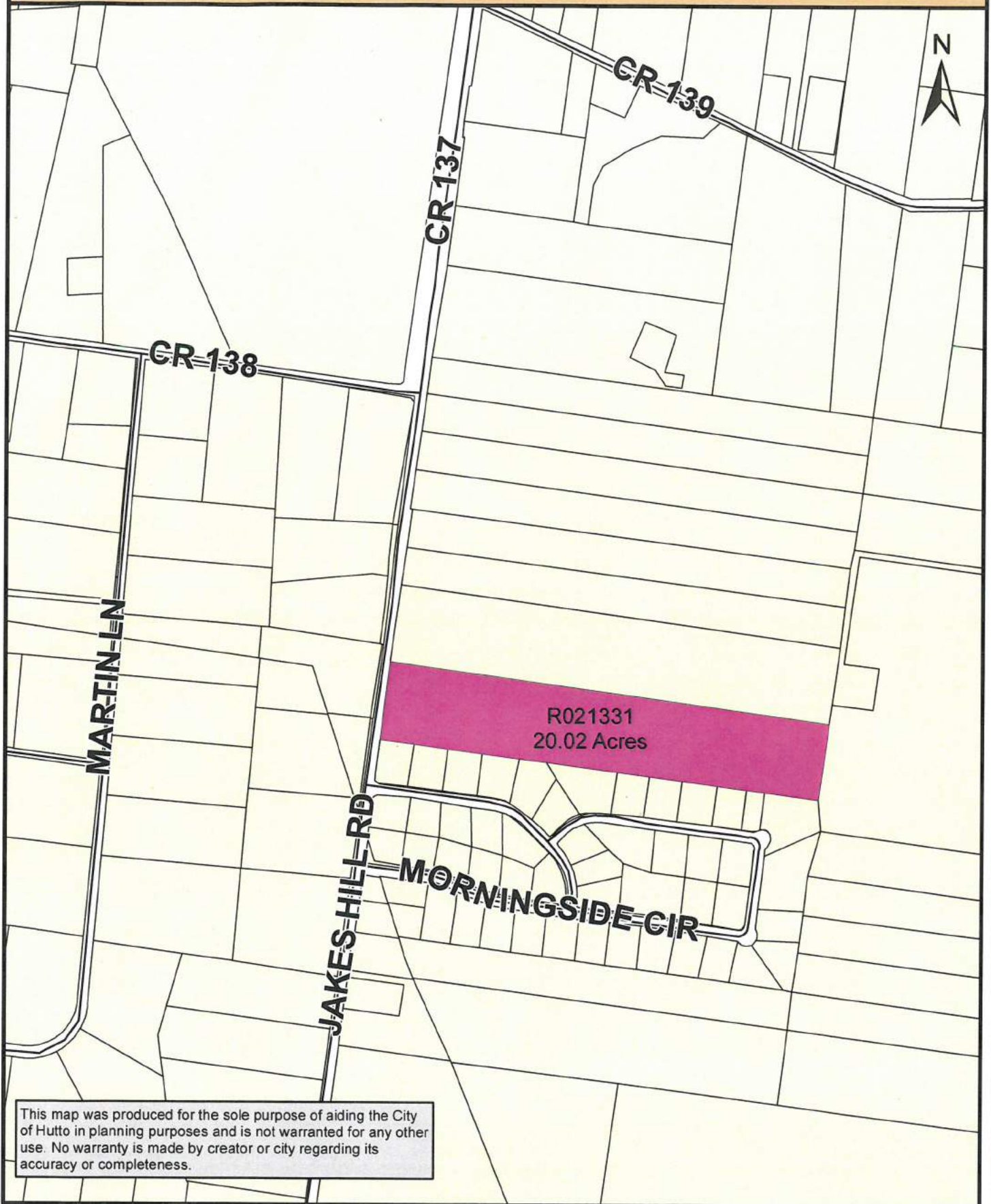
EXHIBIT "A"

LEGAL DESCRIPTION:

CARDOZO TRACT – 2 (R021331):

20.02 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED OCTOBER 20, 2014 AND RECORDED AS DOCUMENT NO. 2014084325, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Cardozo 2



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9SS.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Nathaniel Ernest Dibling, for 9.953 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

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BUDGETARY AND FINANCIAL SUMMARY:

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RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND NATHANIEL ERNEST DIBLING, FOR 9.953 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Nathaniel Ernest Dibling, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Nathaniel Ernest Dibling** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **9.953 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. This agreement may be extended in accordance with the Texas Local Government Code Section 212.172, as amended.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

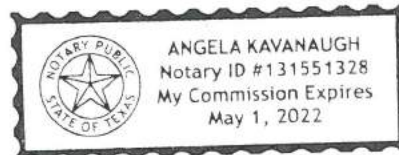
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 6 day of February, 20 19.

Nathaniel Ernest Dibling
Nathaniel Ernest Dibling, Owner



THE STATE OF TEXAS }

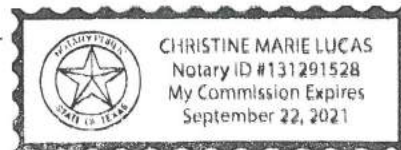
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6 day of February, 2019
by Nathaniel Ernest Dibling, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones

Odis Jones
City Manager, City of Hutto, Texas



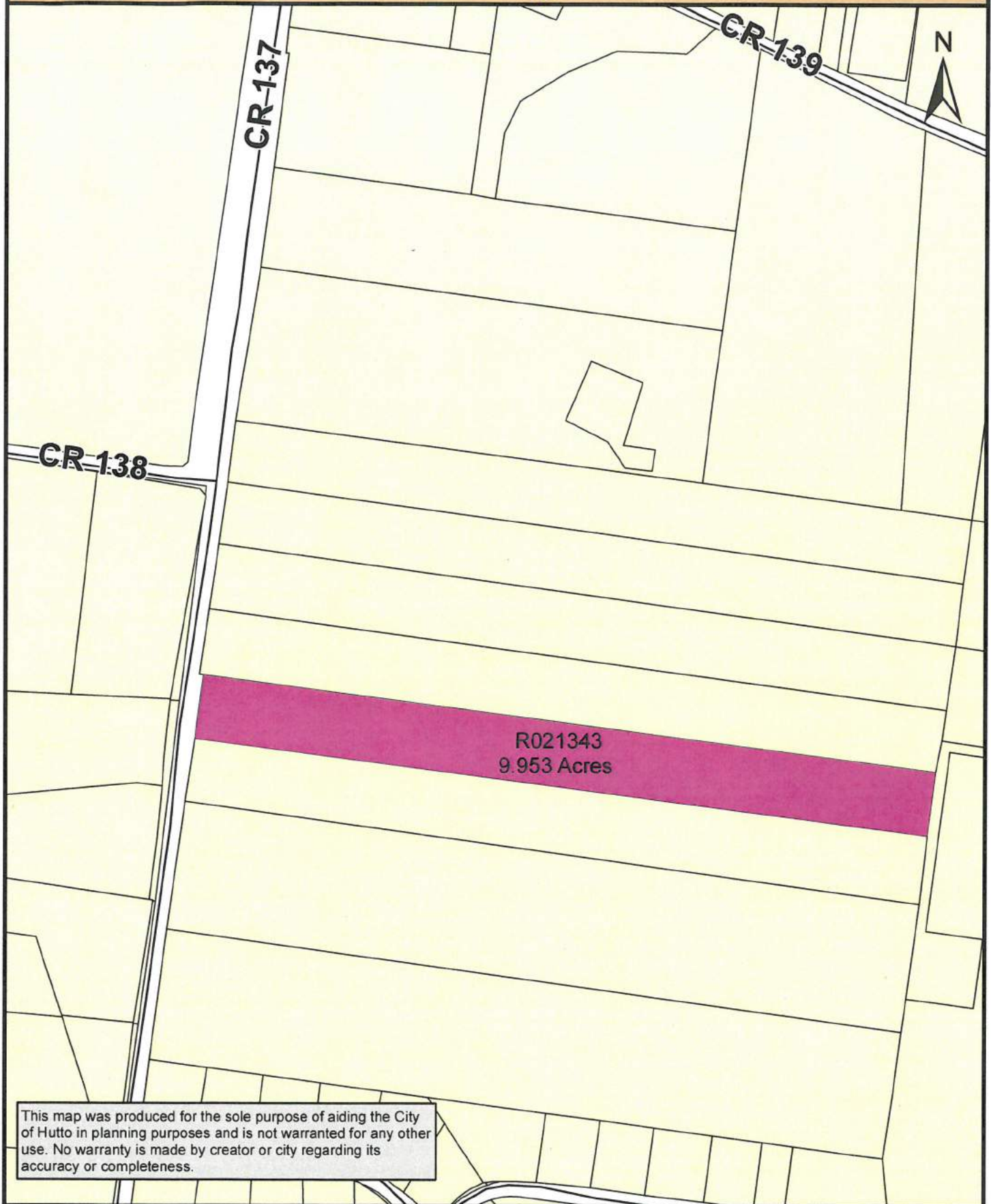
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of March,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas
Notary Public, State of Texas

Dibling



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9TT.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Suzanne B. Erickson, for 8.67 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SUZANNE B. ERICKSON, FOR 8.67 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Suzanne B. Erickson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Suzanne B. Erickson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.67 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

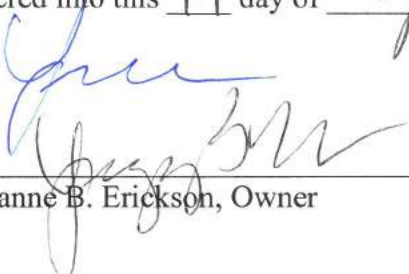
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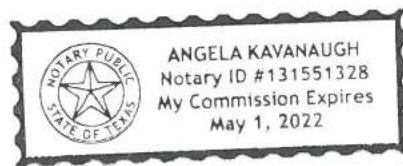
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 5 day of Feb, 2019.

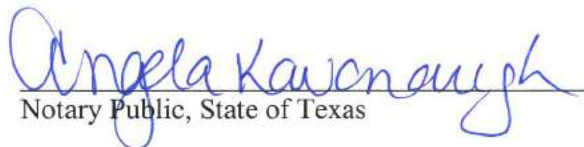

Suzanne B. Erickson, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February 2019,
by Suzanne B. Erickson, Owner.


Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

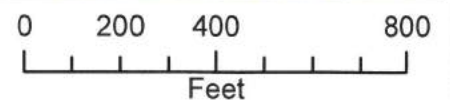
ERICKSON TRACT – 1 (R345011):

8.67 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 105, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED JUNE 7, 1999 AND RECORDED AS DOCUMENT NO. 2013061046, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Erickson 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9UU.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Suzanne B. Erickson, for 1.33 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

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BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SUZANNE B. ERICKSON, FOR 1.33 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Suzanne B. Erickson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Suzanne B. Erickson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.33 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

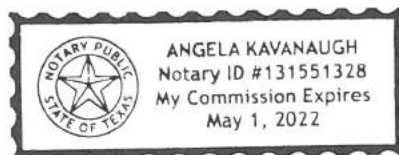
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 5th day of Feb, 2019 AK

[Signature]
Suzanne B. Erickson, Owner



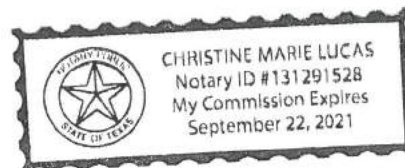
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February 2019,
by Suzanne B. Erickson, Owner.

[Signature]
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.

[Signature]
Notary Public, State of Texas

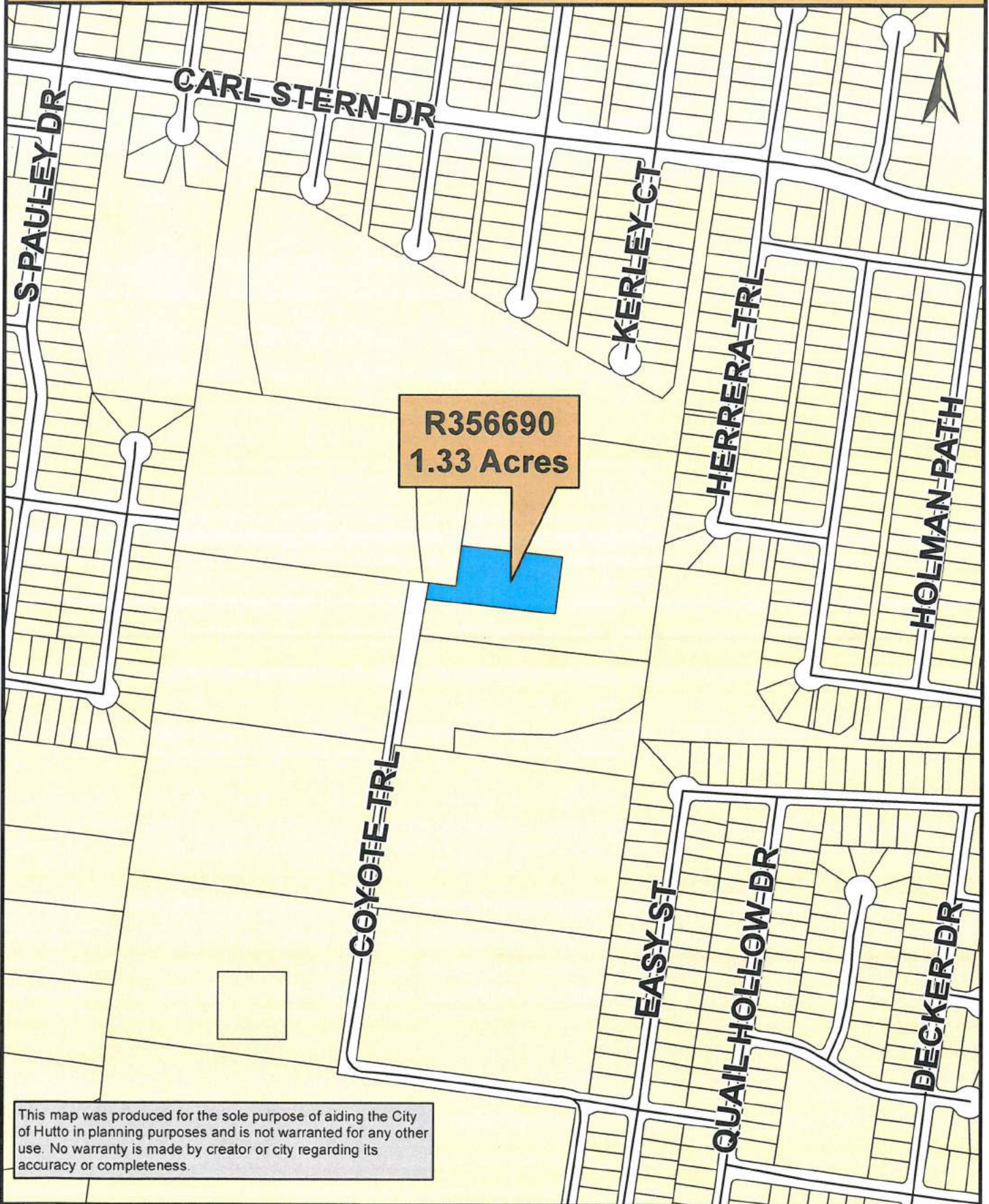
EXHIBIT "A"

LEGAL DESCRIPTION:

ERICKSON TRACT – 2 (R356690):

1.33 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 105, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED JUNE 7, 1999 AND RECORDED AS DOCUMENT NO. 2013061046, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Erickson 2



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9VV.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne R. and Suzanne B. Erickson, for 8.148 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WAYNE R. AND SUZANNE B. ERICKSON, FOR 8.148 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wayne R. and Suzanne B. Erickson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

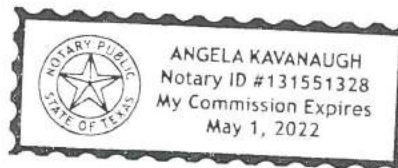
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 5 day of February, 2019.



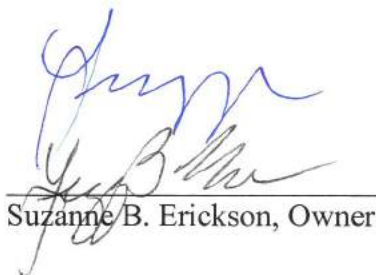
Wayne R. Erickson, Owner



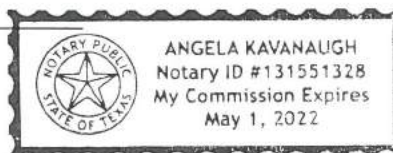
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February 2019,
by Wayne R. Erickson, Owner.


Notary Public, State of Texas

Suzanne B. Erickson, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February 2019,
by Suzanne B. Erickson, Owner.

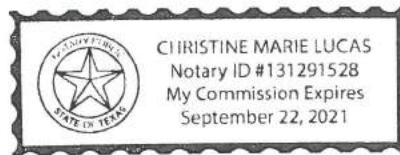

Notary Public, State of Texas

[Handwritten signature of Odis Jones]

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.

[Handwritten signature of Christine Marie Lucas]

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

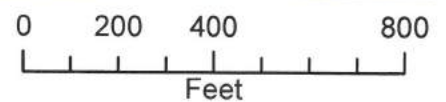
ERICKSON TRACT – 3 (R021044):

8.148 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 105, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED SEPTEMBER 7, 2010 AND RECORDED AS DOCUMENT NO. 2010060750, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Erickson 3



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9WW.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne R. and Suzanne B. Erickson, for 4.14 acres, more or less, of land, located on Coyote Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WAYNE R. AND SUZANNE B. ERICKSON, FOR 4.14 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wayne R. and Suzanne B. Erickson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wayne R. Erickson and Suzanne B. Erickson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.14 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

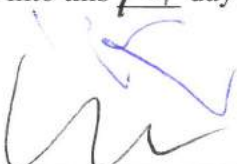
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

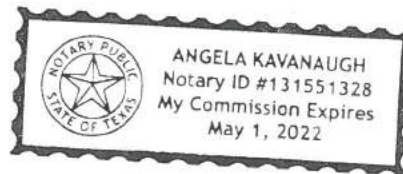
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 5 day of February, 2019.


Wayne R. Erickson, Owner

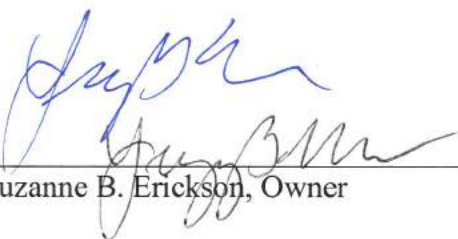


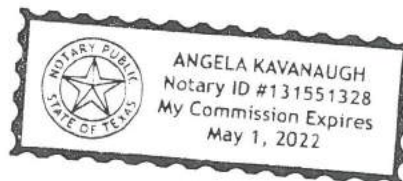
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February, 2019,
by Wayne R. Erickson, Owner.


Notary Public, State of Texas


Suzanne B. Erickson, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February, 2019,
by Suzanne B. Erickson, Owner.

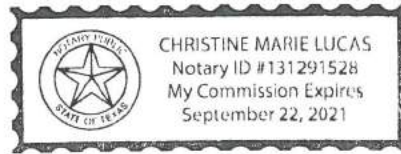

Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

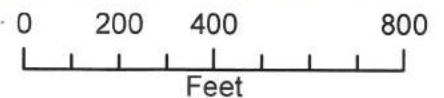
ERICKSON TRACT – 4 (R443089):

4.14 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 105, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED SEPTEMBER 17, 2003 AND RECORDED AS DOCUMENT NO. 2003093262, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Erickson 4



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9XX.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Joseph J, Thomas A., Marvin J., Robert E., Patricia Gola Reinhardt and Katherine Ann Gola for 59.70 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE PEARL HANUSCH ESTATE, FOR 113.8312 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Pearl Hanusch Estate c/o Geneva Lenz, Independent Executrix** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **113.8312 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

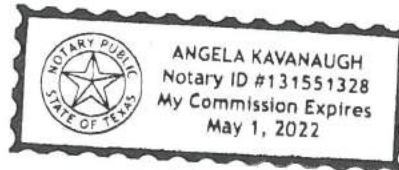
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 17 day of January, 20 19.

Geneva Lenz

Geneva Lenz, Independent Executrix
Pearl Hanusch Estate



THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 17 day of January, 2019,
by Geneva Lenz, Independent Executrix of the Pearl Hanusch Estate. ^{AK}

Angela Kavanaugh
Notary Public, State of Texas

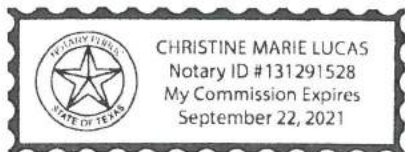
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

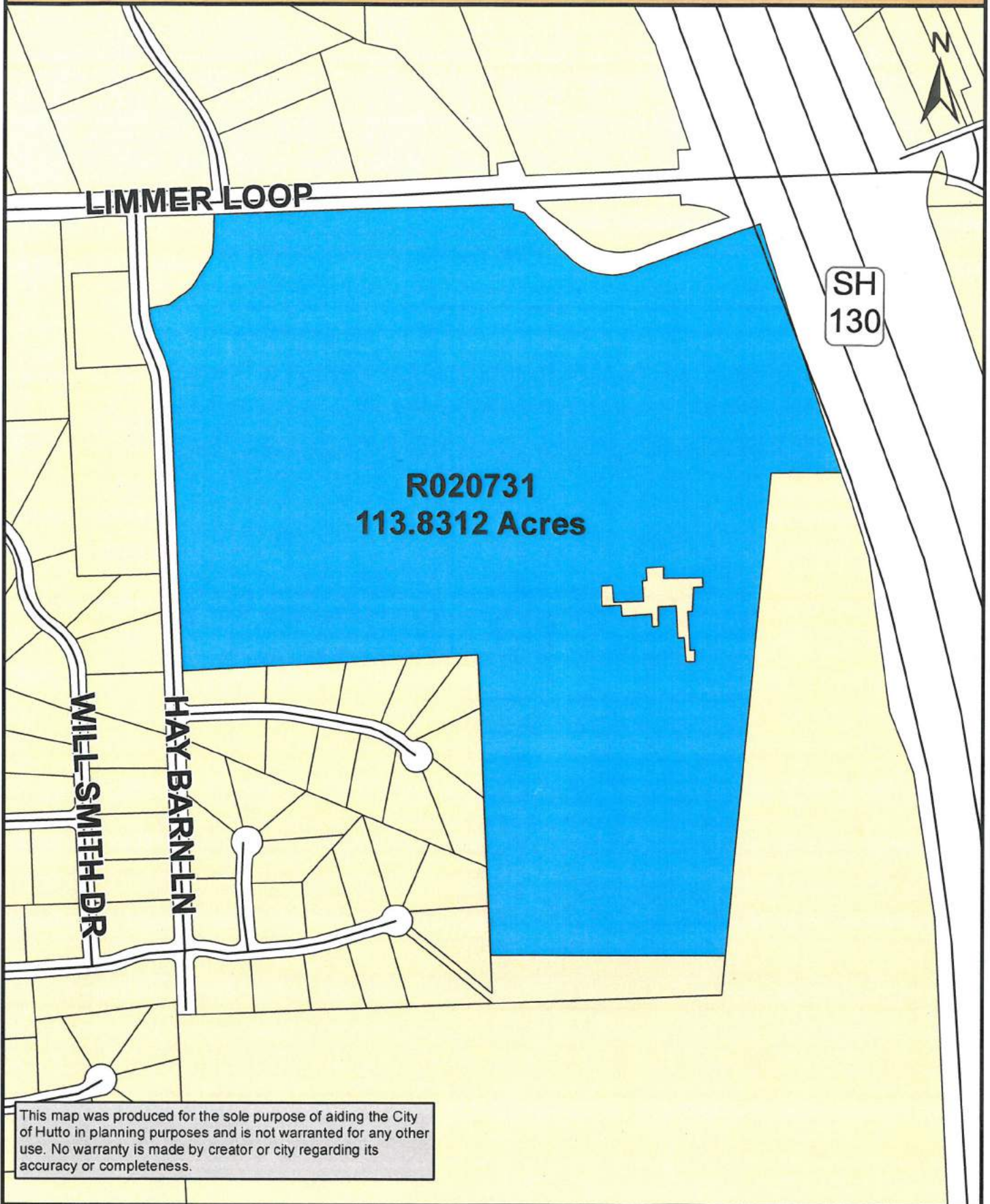
EXHIBIT "A"

LEGAL DESCRIPTION:

HANUSCH TRACT (R020731):

113.8312 ACRES OUT OF THAT CERTAIN 148.0 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 10, 1942 AND RECORDED in volume 312, page 370, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanusch



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9YY.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and New Hope Christian Church, for 7.10 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND NEW HOPE CHRISTIAN CHURCH, FOR 7.10 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and New Hope Christian Church, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **New Hope Christian Church** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.1 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's Commercial or Institutional zoning requirements apply to the Property, and that the Property shall be used only for Church uses or Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned Commercial or Institutional pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 24th day of February, 2019.

Ray Aguilera Phil Longo Dennis Tangeman
Owner

Printed Name: Ray Aguilera, Phil Longo, Dennis Tangeman

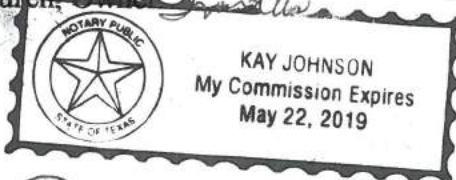
Title: TRUSTEES New Hope Church

New Hope Christian Church, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of February, 2019,
by Ray Aguilera, Phil Longo, Dennis Tangeman of New Hope Christian
Church, Owner.



Kay Johnson
Notary Public, State of Texas

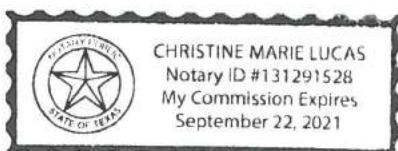
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of March, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

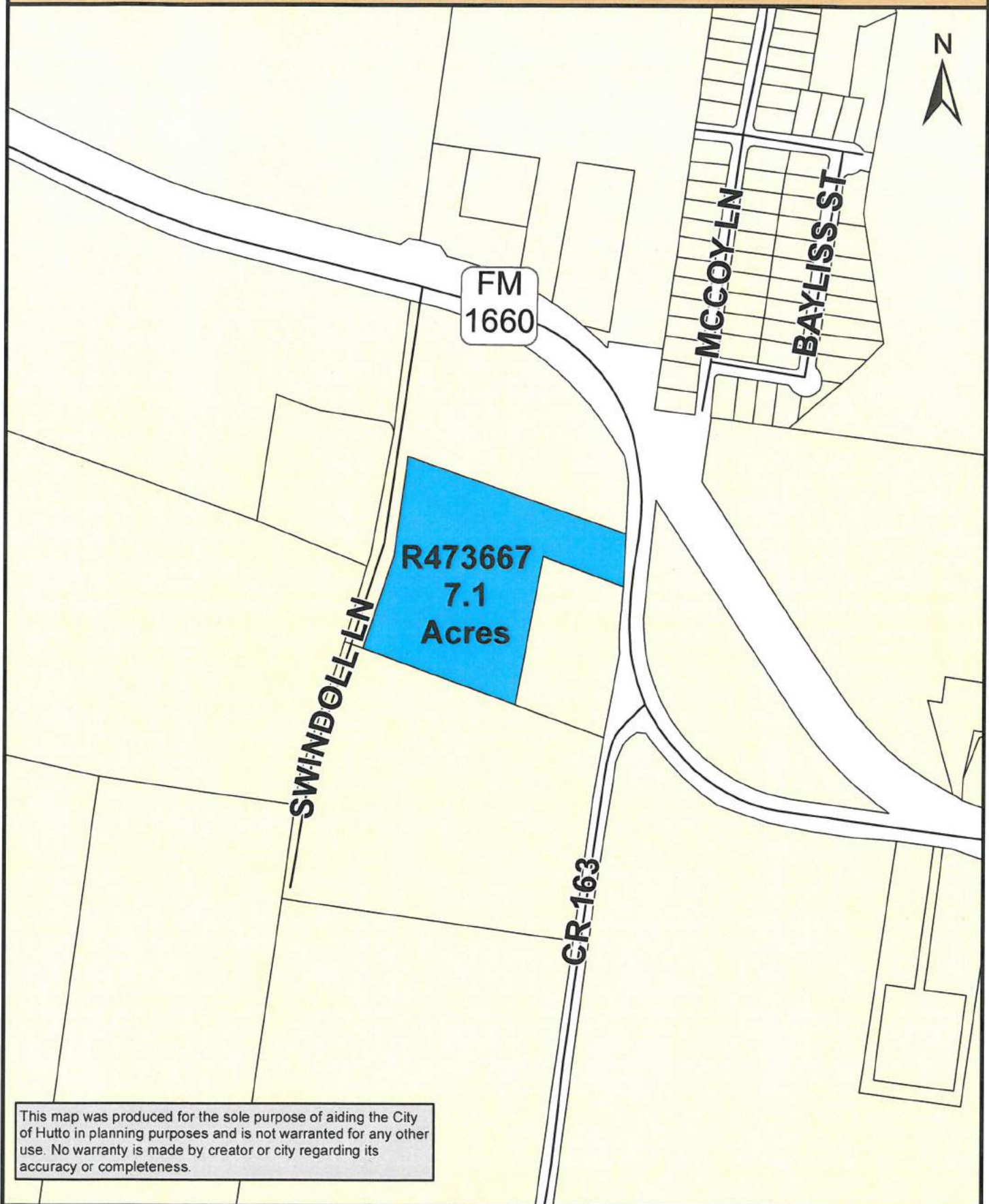
EXHIBIT "A"

LEGAL DESCRIPTION:

NEW HOPE CHRISTIAN CHURCH TRACT – (R473667):

7.1 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GIFT DEED DATED OCTOBER 29, 2015 AND RECORDED AS DOCUMENT NO. 2015099686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

New Hope Christian Church



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9ZZ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ryan and Jerri Reed, for 7.82 acres, more or less, of land, located on Brushy Creek Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RYAN AND JERRI REED, FOR 7.82 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Ryan and Jerri Reed, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Ryan Reed and Jerri R. Reed** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.82 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Estates of Brushy Creek also filed as Document Number 1999005134, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

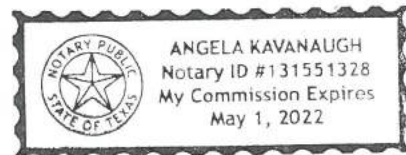
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 6 day of March, 2019.



Ryan Reed, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

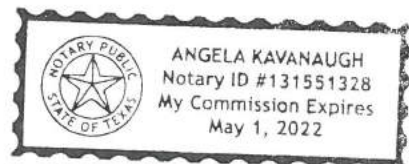
This instrument was acknowledged before me on the 6 day of March 2019,
by Ryan Reed, Owner.



Notary Public, State of Texas



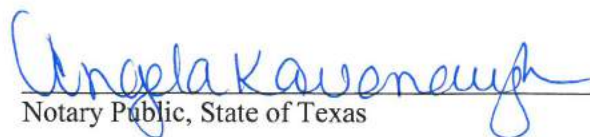
Jerri R. Reed, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6 day of March 2019,
by Jerri R. Reed, Owner.



Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

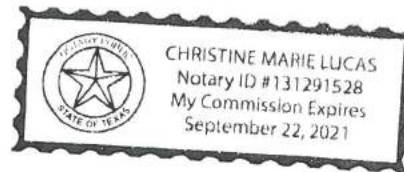


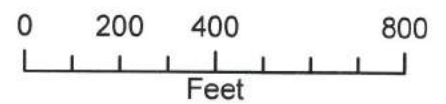
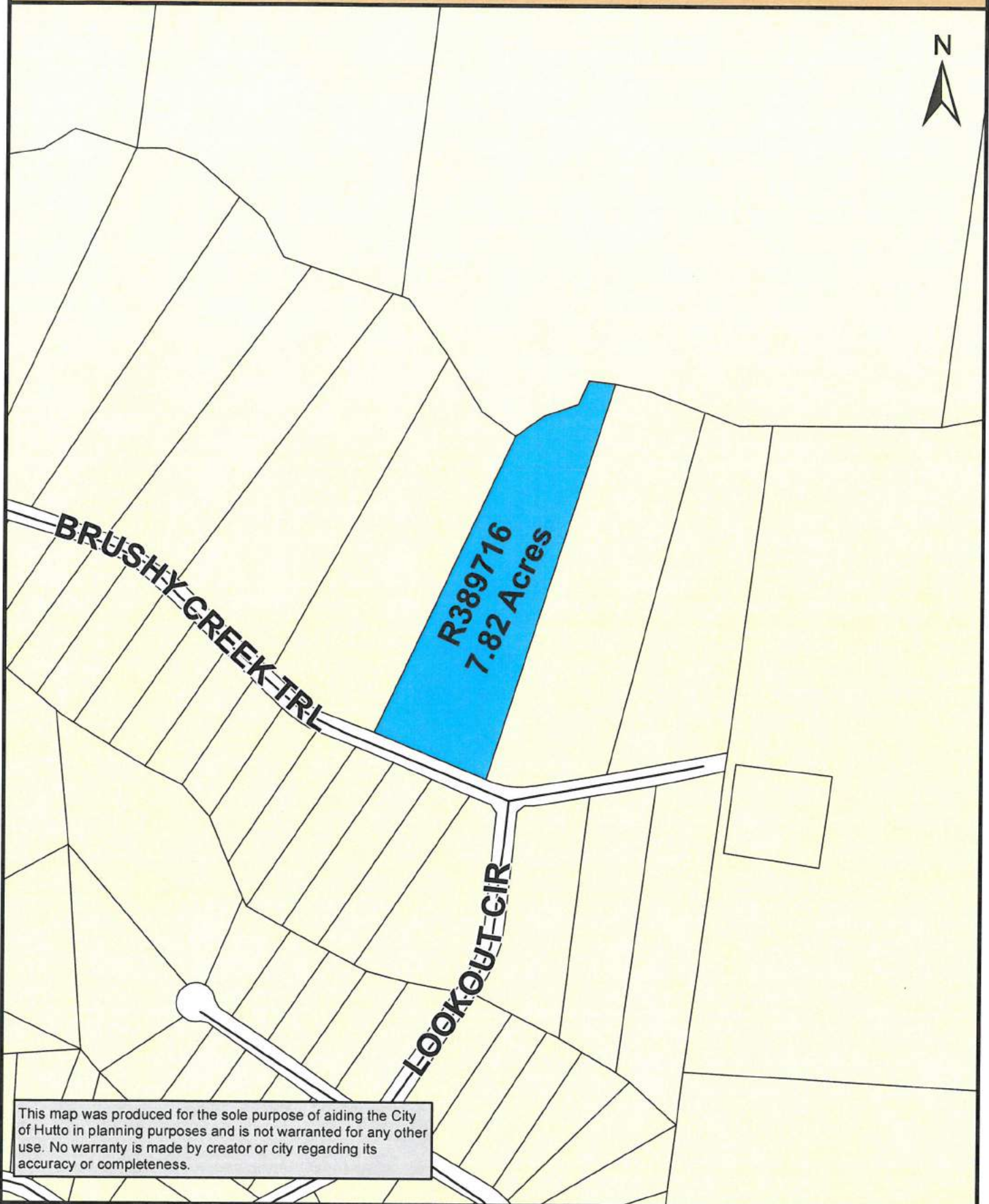
EXHIBIT "A"

LEGAL DESCRIPTION:

REED TRACT – (R389716):

LOT 125 (7.82 ACRES), OF THE LOOKOUT AT BRUSHY CREEK, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDES 288-298, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

Reed



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10A.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for 1.33 acres, more or less, of land, located at the southwest corner of Mager Lane and Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM E. ALBERT AND CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES OF THE CLIFFORD W. AND SHARON E. ALBERT LIVING TRUST, FOR 1.33 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and William E. Albert and Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **William Ernest Albert, Clifford W. Albert and Sharon E. Albert, Trustees of the Clifford W. and Sharon E. Albert Living Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.33 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 2ND day of JANUARY, 20 19.

Clifford W. Albert
Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS
COUNTY OF WHITE }

This instrument was acknowledged before me on the 2ND day of JANUARY, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Theresa L. Healy-Bolin
Notary Public, State of ARKANSAS
#12389722
Expires 08.24.2022
WHITE COUNTY, ARKANSAS

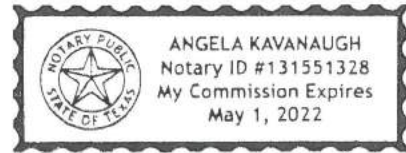
Sharon E. Albert
Sharon E. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner

THE STATE OF ARKANSAS
COUNTY OF WHITE }

This instrument was acknowledged before me on the 2nd day of January, 20 19, by Clifford W. Albert, Trustee of the Clifford W. and Sharon E. Albert Living Trust, Owner.

Theresa L. Healy-Bolin
Notary Public, State of ARKANSAS
#12389722
Expires 08.24.2022
WHITE COUNTY, ARKANSAS

William Ernest Albert
William Ernest Albert, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of January 2019,
by William Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

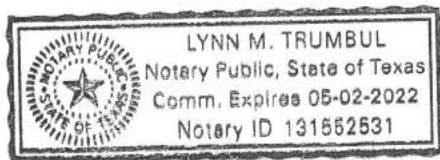
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT – 5 (R448469):

1.33 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED MARCH 26, 2013 AND RECORDED AS DOCUMENT NO. 2013029401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert Liv Trust 5



CR-132

LIMMER LOOP

R448469
1.33 Acres

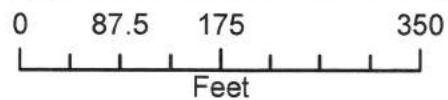
MAGER LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document (T:\SITE LOCATION MAPS\

2018 Site Location Maps\Annexation_Maps\

Area_7\Albert_Liv_Trust_5) 12/17/18 - 4:28:50 PM



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Peggy Irene Almquist and Rose K. Anderson and Geraldine R. Almquist, for 56.98 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PEGGY IRENE ALMQUIST AND ROSE K. ANDERSON AND GERALDINE R. ALMQUIST, FOR 56.98 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Peggy Irene Almquist and Rose K. Anderson and Geraldine R. Almquist, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Peggy Irene Almquist, and Rose K. Anderson, and Geraldine R. Almquist** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **56.98 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

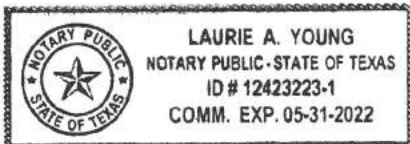
Entered into this 7 day of Jan, 2019.

Peggy Irene Almquist
Peggy Irene Almquist, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 7 day of January 2019,
by Peggy Irene Almquist, Owner.



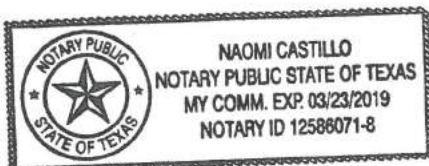
Laurie A. Young
Notary Public, State of Texas

Rose K. Anderson
Rose K. Anderson, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 31st day of December,
2018, by Rose K. Anderson, Owner.



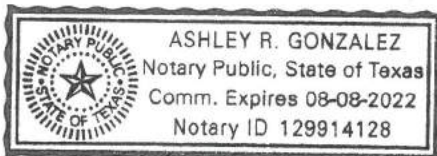
Naomi Castillo
Notary Public, State of Texas

Geraldine R. Almquist
Geraldine R. Almquist, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 2nd day of January, 2019, by Geraldine R. Almquist, Owner.



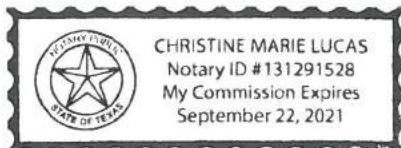
Ashley R. Gonzalez
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALMQUIST TRACT – (R020345):

56.98 ACRES SITUATED IN THE J. DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JUNE 17, 2014 AND RECORDED AS DOCUMENT NO. 2014080794, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Almquist



R020345
56.98 Acres

CHANDLER RD

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10C.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Paul Jeffrey Anderson, for 16.151 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PAUL JEFFREY ANDERSON, FOR 16.151 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Paul Jeffrey Anderson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Paul Jeffrey Anderson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **16.151 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 23rd day of January, 2019.

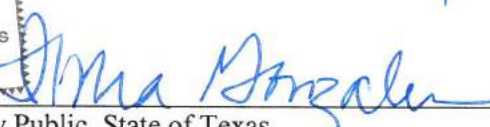

Paul Jeffrey Anderson, Owner

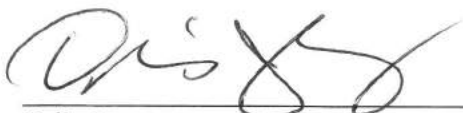
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 2019, by Paul Jeffrey Anderson, Owner.



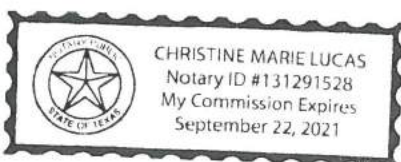

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ANDERSON TRACT – (R020293):

16.151 ACRES SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 2, 2001 AND RECORDED AS DOCUMENT NO. 2001082527, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Anderson

CR 160

CR 369



CR 101

R020293
16.151 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10D.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Anderson Farms LLP, for 149.0 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ANDERSON FARMS LLP, FOR 149.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Anderson Farms LLP, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Anderson Farms, LLP** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **149.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 23rd day of January, 2019.

[Signature]
Owner

Printed Name: Paul J. Anderson

Title: Primary Manager
Anderson Farms, LLP, Owner

[Signature]

Peggy Mott
Secondary Manager
Co-Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 2019, by Paul J. Anderson of Anderson Farms, LLP, Owner, and Peggy Mott Co-owner.



IRMA GONZALES
My Commission Expires
August 21, 2019

[Signature]
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

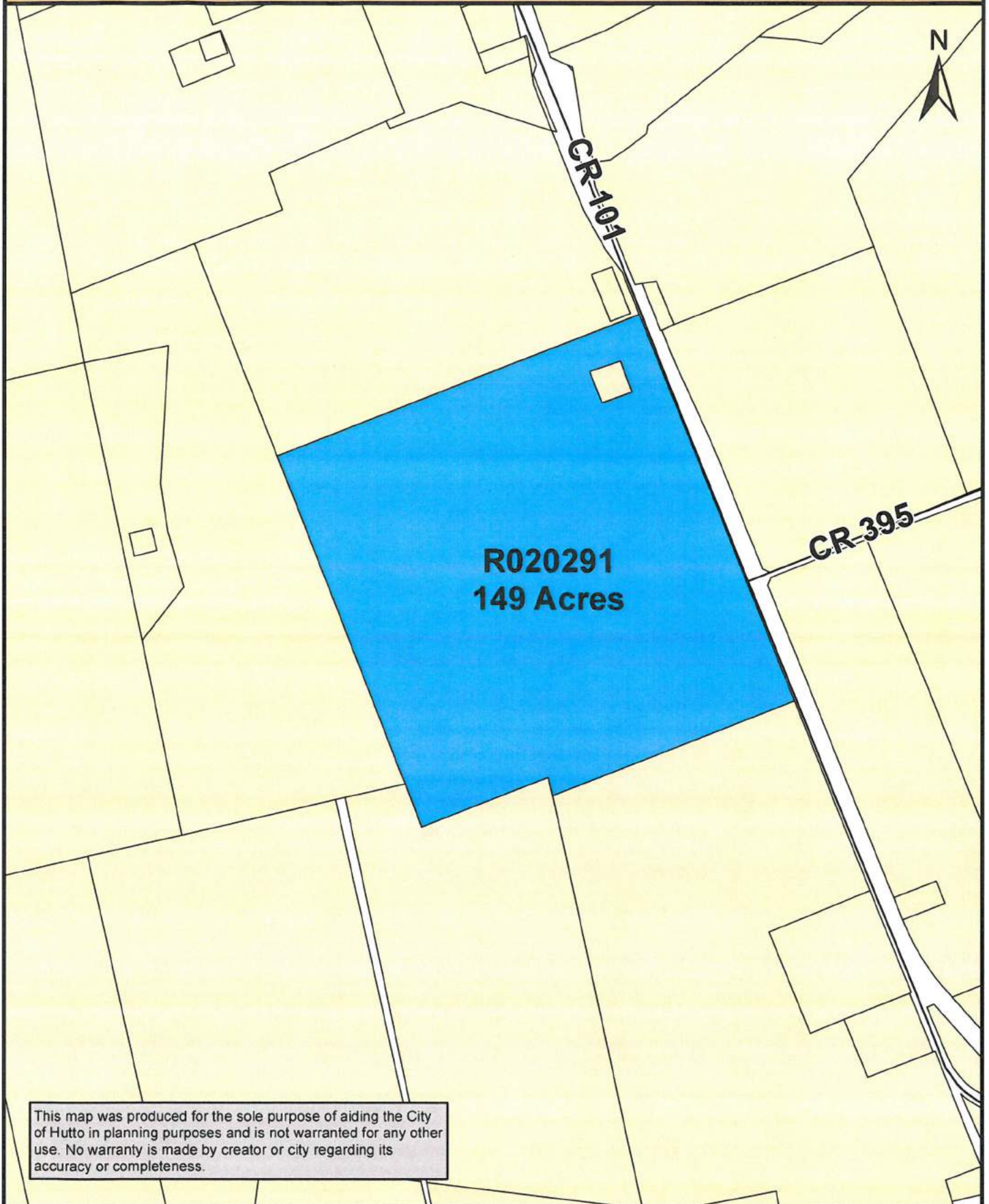
EXHIBIT "A"

LEGAL DESCRIPTION:

ANDERSON FARMS, LLP TRACT – (R020291):

149.0 ACRES SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED JULY 20, 2016 AND RECORDED AS DOCUMENT NO. 2016065796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Anderson Farms LLP

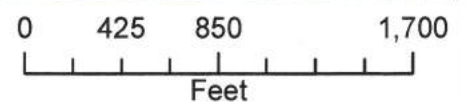


This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document (T:\SITE LOCATION MAPS\

2018 Site Location Maps\Annexation_Maps\

Area_7\Anderson_Farms_LLIP) 12/17/18 - 4:42:52 PM



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10E.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne B. and Cindy A. Angell, for 20.56 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WAYNE B. AND CINDY A. ANGELL, FOR 20.56 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wayne B. and Cindy A. Angell, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wayne B. Angell and Cindy A. Angell** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.56 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Gabriel Farms also filed as Document Number 1996034611, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

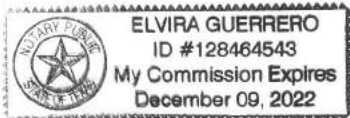
Entered into this 30 day of Jan, 2019.

Wayne B. Angell
Wayne B. Angell, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Wayne B. Angell, Owner.



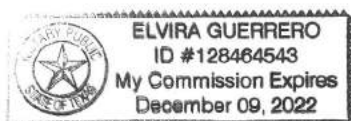
Elvira Guerrero
Notary Public, State of Texas

Cindy A. Angell
Cindy A. Angell, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Cindy A. Angell, Owner.



Elvira Guerrero
Notary Public, State of Texas

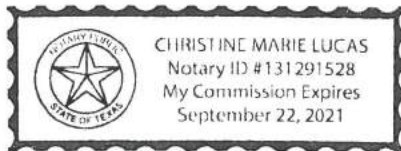


Odys Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
2019, by Odys Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ANGELL TRACT – 2 (R368457):

TRACTS 4 AND 5 (20.56 ACRES), GABRIEL FARMS SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET O, SLIDE 220, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Angell 1



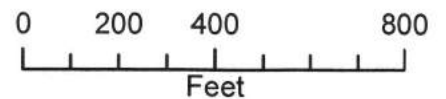
R368457
20.56
Acres

LAUREL CREEK

GABRIEL FARMS DR

CR-101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10F.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wayne B. and Cindy A. Angell, for 5.0 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WAYNE B. AND CINDY A. ANGELL, FOR 5.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wayne B. and Cindy A. Angell, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

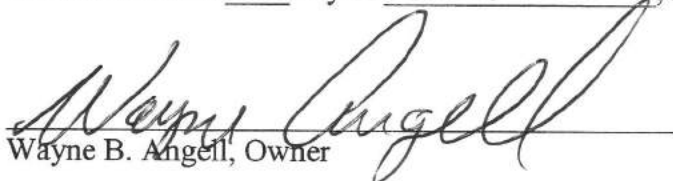
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

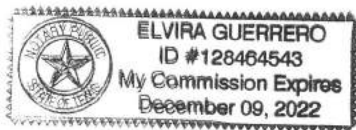
Entered into this 30 day of Jan, 2019.


Wayne B. Angell, Owner

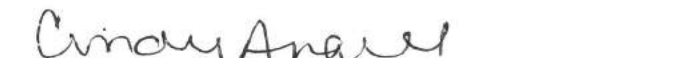
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Wayne B. Angell, Owner.



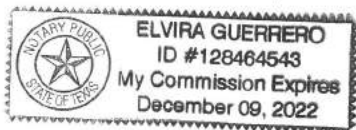

Notary Public, State of Texas


Cindy A. Angell, Owner

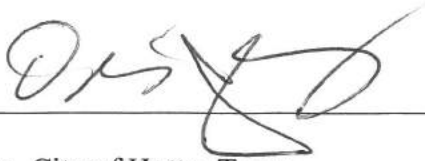
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Cindy A. Angell, Owner.




Notary Public, State of Texas

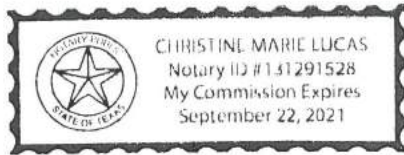


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ANGELL TRACT – 1 (R452958):

LOT 2 (5.0 ACRES), BLOCK A, WARNOCK I, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET Y, SLIDE 148, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Angell 2



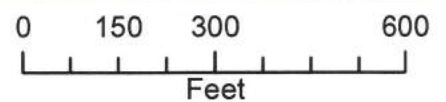
**R452958
5 Acres**

GABRIEL FARMS DR

LAUREL CREEK

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10G.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Annie M. Barron, for 8.570 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ANNIE M. BARRON, FOR 8.570 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Annie M. Barron, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Annie M. Barron** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.570 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

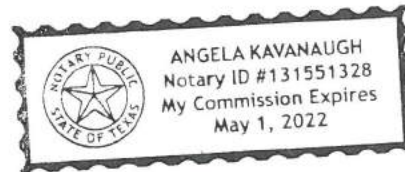
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 16 day of January, 2019.

Annie M. Barron
Annie M. Barron, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019, by Annie M. Barron, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BARRON TRACT – (R020963):

8.570 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610,
LOCATED IN WILLIAMSON COUNTY, TEXAS.

Barron 2



CR-368

CR-394

CR-101

R020963
8.570 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10H.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Janie R. Barron, for 8.5595 acres, more or less, of land, located on the southwest corner of CR 394 and CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JANIE R. BARRON, FOR 8.5595 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Janie R. Barron, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Janie R. Barron** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.5595 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

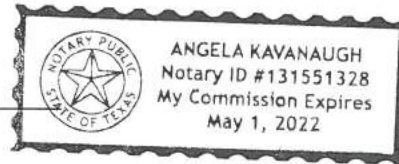
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 15 day of January, 2019.

Janie R. Barron
Janie R. Barron, Owner



THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 15 day of January, 2019, by Janie R. Barron, Owner.

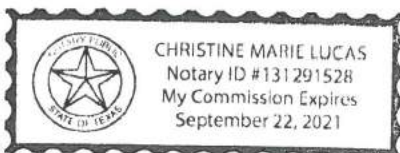
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BARRON TRACT – (R020964):

8.5595 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED APRIL 4, 2000 AND RECORDED AS DOCUMENT NO. 2000030575, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Barron



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10I.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jeffrey Lynn Barron, for 32.78 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JEFFREY LYNN BARRON, FOR 32.78 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Jeffrey Lynn Barron, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Jeffrey Lynn Barron** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **32.78 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure, and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

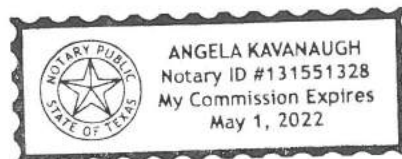
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 25 day of January, 2019.

Jeffrey Lynn Barron
Jeffrey Lynn Barron, Owner



THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 25 day of January, 2019, by Jeffrey Lynn Barron, Owner.

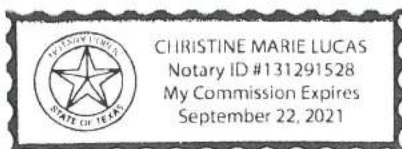
Angela Kavanaugh
Notary Public, State of

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

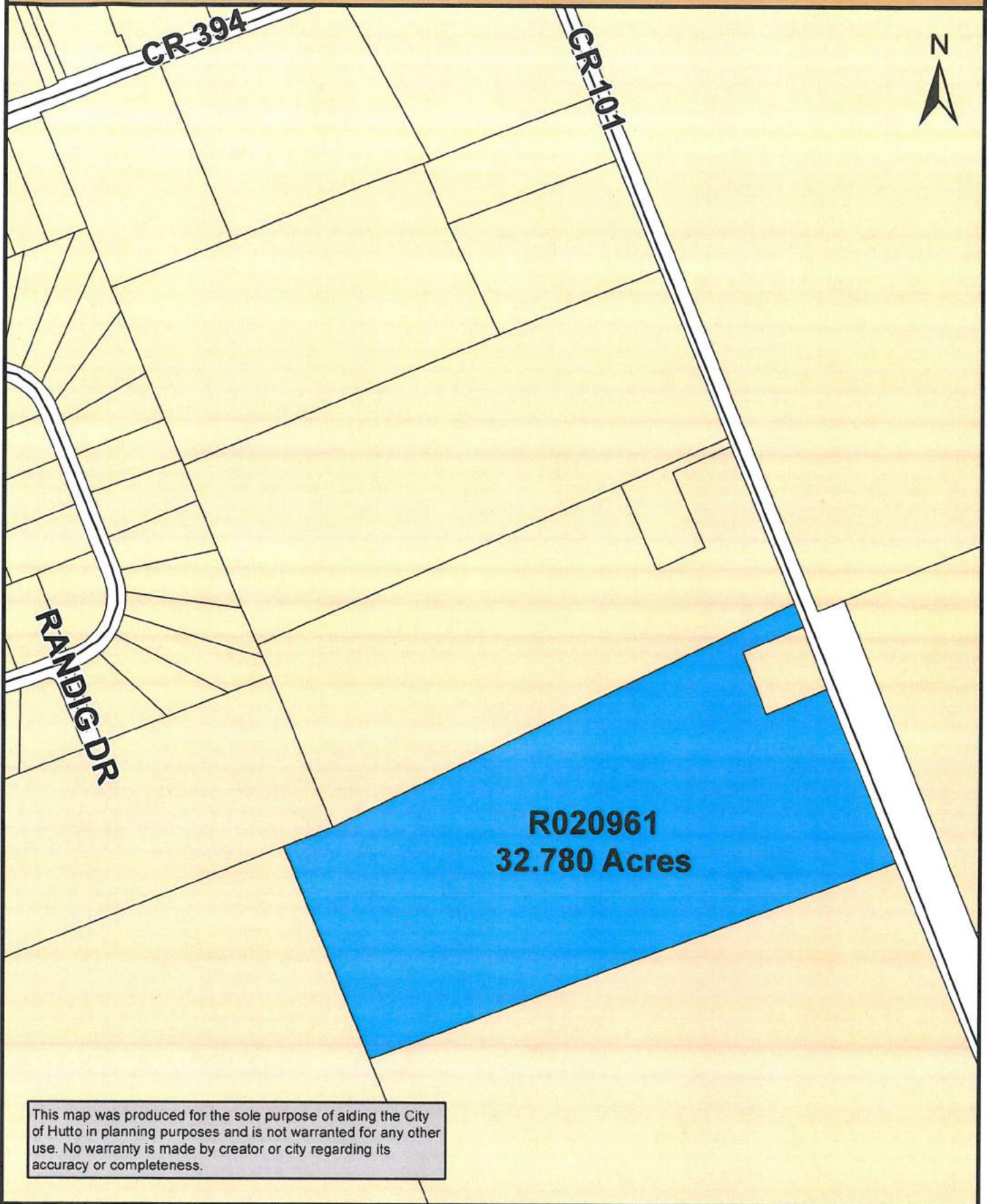
EXHIBIT "A"

LEGAL DESCRIPTION:

BARRON TRACT – (R020961):

32.78 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED MAY 8, 2012 AND RECORDED AS DOCUMENT NO. 2012034853, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Barron 3



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10J.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, for 125.591 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DIANE K. BOHAC AND JANIE K. STEFEK, FOR 125.591 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Diane K. Bohac & Janie K. Stefek** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **125.591 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 25 day of January, 2019.

Diane K. Bohac, Trustee
Diane K. Bohac, Trustee, et al, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 25 day of January, 2019, by Diane K. Bohac, Trustee, et al, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Janie K. Stefek, Trustee
Janie K. Stefek, Trustee, et al, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 25 day of January, 2019, by Janie K. Stefek, Trustee, et al, Owner.

Angela Kavanaugh
Notary Public, State of Texas

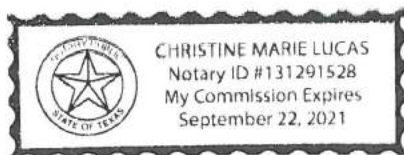


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BOHAC TRACT – 1 (R020980):

125.591 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED FEBRUARY 8, 2007 AND RECORDED AS DOCUMENT NO. 2007012727, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

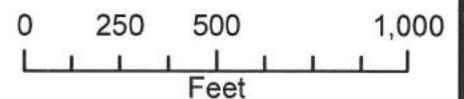
Bohac 1



R020980
125.591
Acres

CHANDLER RD

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10K.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, Trustee, et al, for 41.667 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DIANE K. BOHAC AND JANIE K. STEFEK, TRUSTEE, ET AL, FOR 41.667 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, Trustee, et al, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Diane K. Bohac & Janie K. Stefek, Trustee, et al** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **41.667 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

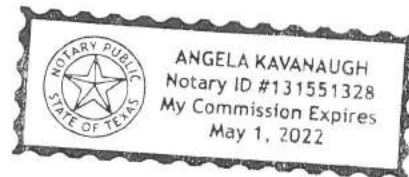
Entered into this 25 day of January, 2019.

Diane K Bohac, Trustee

Diane K. Bohac, Trustee, et al, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



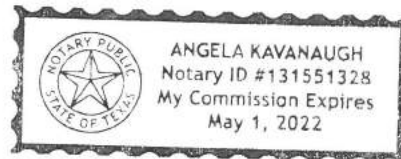
This instrument was acknowledged before me on the 25 day of January, 2019, by Diane K. Bohac, Trustee, et al, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Janie K Stefek Trustee
Janie K. Stefek, Trustee, et al, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 25 day of January, 2019, by Janie K. Stefek, Trustee, et al, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BOHAC TRACT – 2 (R508094):

41.667 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED FEBRUARY 8, 2007 AND RECORDED AS DOCUMENT NO. 2007012727, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Bohac 2

CHANDLER RD

N

R508094
41.667
Acres

CR 394

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10L.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, Trustee, et al, for 11.009 acres, more or less, of land, located on Chandler Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DIANE K. BOHAC AND JANIE K. STEFEK, TRUSTEE, ET AL, FOR 11.009 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Diane K. Bohac and Janie K. Stefek, Trustee, et al, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

COUNTY OF WILLIAMSON

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Diane K. Bohac, & Janie K. Stefek, Trustee, et al** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.009 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

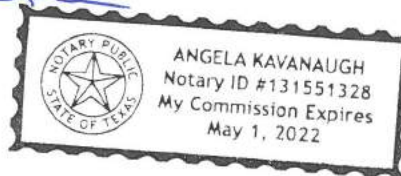
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 25 day of January, 2019.

Diane K Bohac Trustee

Diane K. Bohac, Trustee, et al, Owner



THE STATE OF TEXAS }

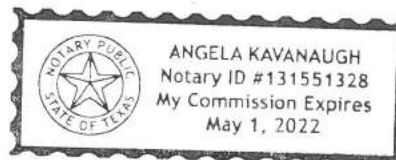
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 25 day of January, 2019, by Diane K. Bohac, Trustee, et al, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Janie K. Stefek Trustee

Janie K. Stefek, Trustee, et al, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 25 day of January, 2019, by Janie K. Stefek, Trustee, et al, Owner.

Angela Kavanaugh
Notary Public, State of Texas

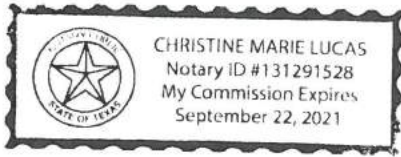


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BOHAC TRACT – 3 (R513951):

11.009 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED FEBRUARY 8, 2007 AND RECORDED AS DOCUMENT NO. 2007012727, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Bohac 3

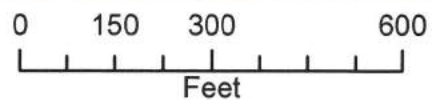


CHANDLER RD

**R513951
11.009 Acres**

CR-394

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10M.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 18.095 acres, more or less, of land, located on US 79 East. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND REBECCA LYNN TEICHELMAN BORGNE AND ROXANA RUTH TEICHELMAN AND TIMOTHY DON TEICHELMAN, FOR 18.095 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Rebecca Lynn Teichelman Borgne, and Roxana Ruth Teichelman, and Timothy Don Teichelman** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **18.095 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A” and Exhibit “B”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

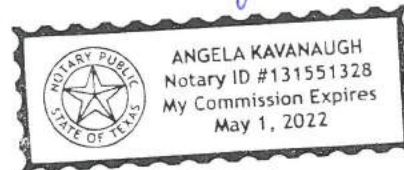
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 10 day of January, 2019.

Rebecca Lynn Teichelman Borgne
Rebecca Lynn Teichelman Borgne, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



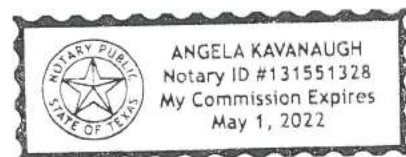
This instrument was acknowledged before me on the 10 day of January, 2019, by Rebecca Lynn Teichelman Borgne, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Roxana Ruth Teichelman
Roxana Ruth Teichelman, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 10 day of January, 2019, by Roxana Ruth Teichelman, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy Don Teichelman
Timothy Don Teichelman, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 10 day of January, 20 19,
by Timothy Don Teichelman, Owner.

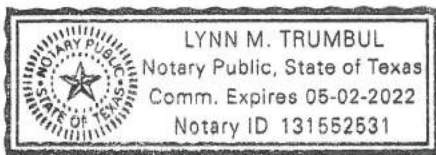
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BORGNE TRACT – 4 (R325955):

18.095 ACRES SITUATED IN THE J.J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN TRUSTEE'S DEED DATED MAY 12, 2015 AND RECORDED AS DOCUMENT NO. 2015039010, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Borgne 4



R325955
18.095 Acres

US-79

US-79

CR-101

FM-3349

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10N.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 80.97 acres, more or less, of land, located on US 79 East. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND REBECCA LYNN TEICHELMAN BORGNE AND ROXANA RUTH TEICHELMAN AND TIMOTHY DON TEICHELMAN, FOR 80.97 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Rebecca Lynn Teichelman Borgne, and Roxana Ruth Teichelman, and Timothy Don Teichelman** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **80.97 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

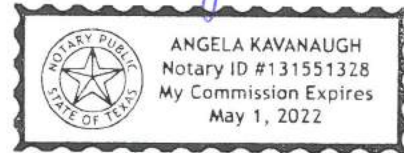
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 10 day of January, 2019.

Rebecca Lynn Teichelman Borgne
Rebecca Lynn Teichelman Borgne, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



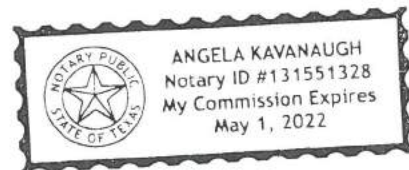
This instrument was acknowledged before me on the 10 day of January, 2019,
by Rebecca Lynn Teichelman Borgne, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Roxana Ruth Teichelman
Roxana Ruth Teichelman, Owner

THE STATE OF TEXAS }

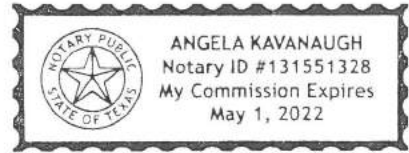
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 10 day of January, 2019,
by Roxana Ruth Teichelman, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy Don Teichelman
Timothy Don Teichelman, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10 day of January, 2019,
by Timothy Don Teichelman, Owner.

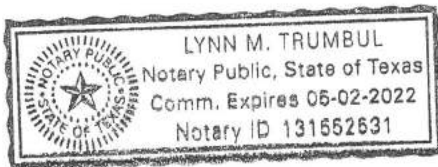
Angela Kavanaugh
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

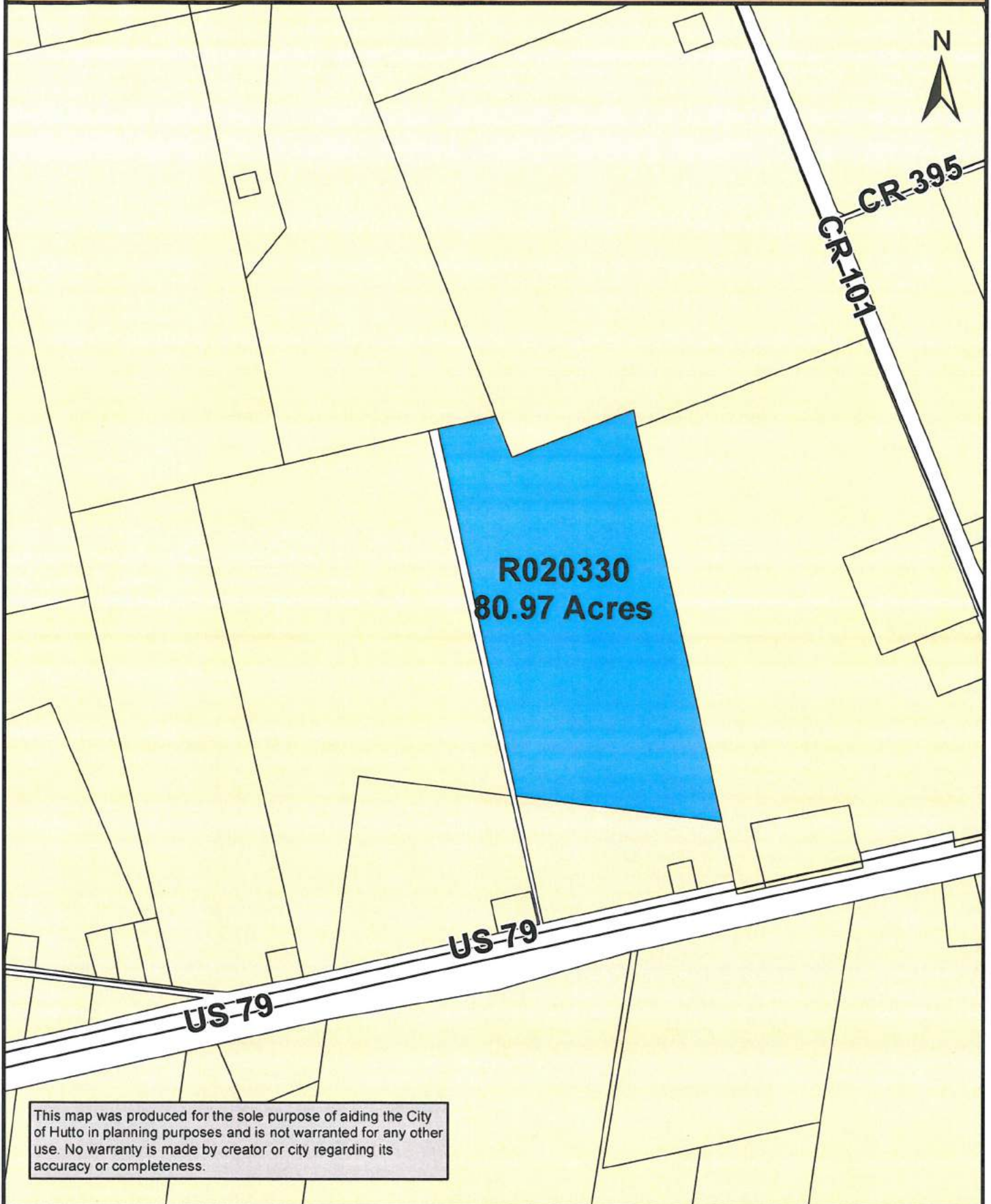
EXHIBIT "A"

LEGAL DESCRIPTION:

BORGNE TRACT – 3 (R020330):

80.97 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN TRUSTEE'S DEED DATED MAY 12, 2015 AND RECORDED AS DOCUMENT NO. 2015039010, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Borgne 3



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 100.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 106.855 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND REBECCA LYNN TEICHELMAN BORGNE AND ROXANA RUTH TEICHELMAN AND TIMOTHY DON TEICHELMAN, FOR 106.855 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Rebecca Lynn Teichelman Borgne, and Roxana Ruth Teichelman, and Timothy Don Teichelman** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **106.855 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

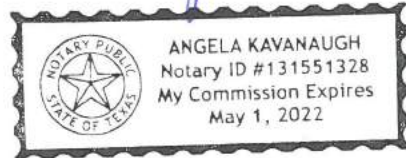
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 10 day of January, 2019.

Rebecca Lynn Teichelman Borgne
Rebecca Lynn Teichelman Borgne, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



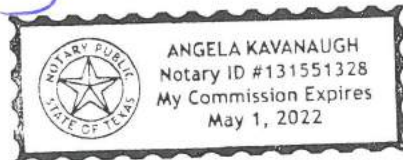
This instrument was acknowledged before me on the 10 day of January, 2019, by Rebecca Lynn Teichelman Borgne, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Roxana Ruth Teichelman
Roxana Ruth Teichelman, Owner

THE STATE OF TEXAS }

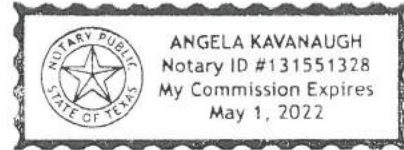
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 10 day of January, 2019, by Roxana Ruth Teichelman, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy Don Teichelman
Timothy Don Teichelman, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10 day of January, 2019,
by Timothy Don Teichelman, Owner.

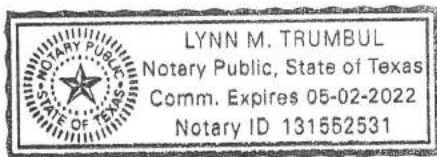
Angela Kavanaugh
Notary Public, State of Texas

Odin Jones
Odin Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odin Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BORGNE TRACT – 2 (R020329):

106.855 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED MAY 12, 2015 AND RECORDED AS DOCUMENT NO. 2015039011, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Borgne 2



R020329
106.855 Acres

CR-10-1

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10P.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for 41.274 acres, more or less, of land, located on US 79 East. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND REBECCA LYNN TEICHELMAN BORGNE AND ROXANA RUTH TEICHELMAN AND TIMOTHY DON TEICHELMAN, FOR 41.274 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rebecca Lynn Teichelman Borgne and Roxana Ruth Teichelman and Timothy Don Teichelman, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Rebecca Lynn Teichelman Borgne, and Roxana Ruth Teichelman, and Timothy Don Teichelman** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **41.274 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City’s Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

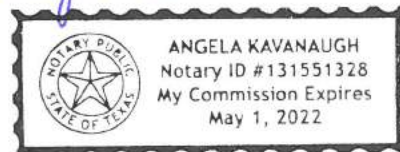
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 10 day of January, 2019.

Rebecca Lynn Teichelman Borgne
Rebecca Lynn Teichelman Borgne, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



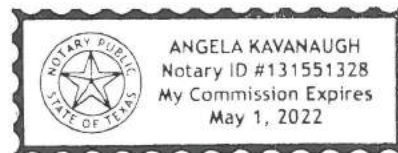
This instrument was acknowledged before me on the 10 day of January, 2019, by Rebecca Lynn Teichelman Borgne, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Roxana Ruth Teichelman
Roxana Ruth Teichelman, Owner

THE STATE OF TEXAS }

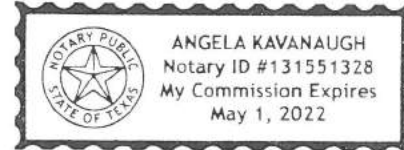
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 10 day of January, 2019, by Roxana Ruth Teichelman, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Timothy Don Teichelman
Timothy Don Teichelman, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10 day of January, 2019,
by Timothy Don Teichelman, Owner.

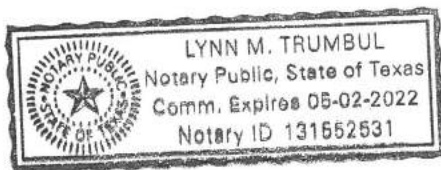
Angela Kavanaugh
Notary Public, State of Texas

Odin Jones
Odin Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odin Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbull
Notary Public, State of Texas

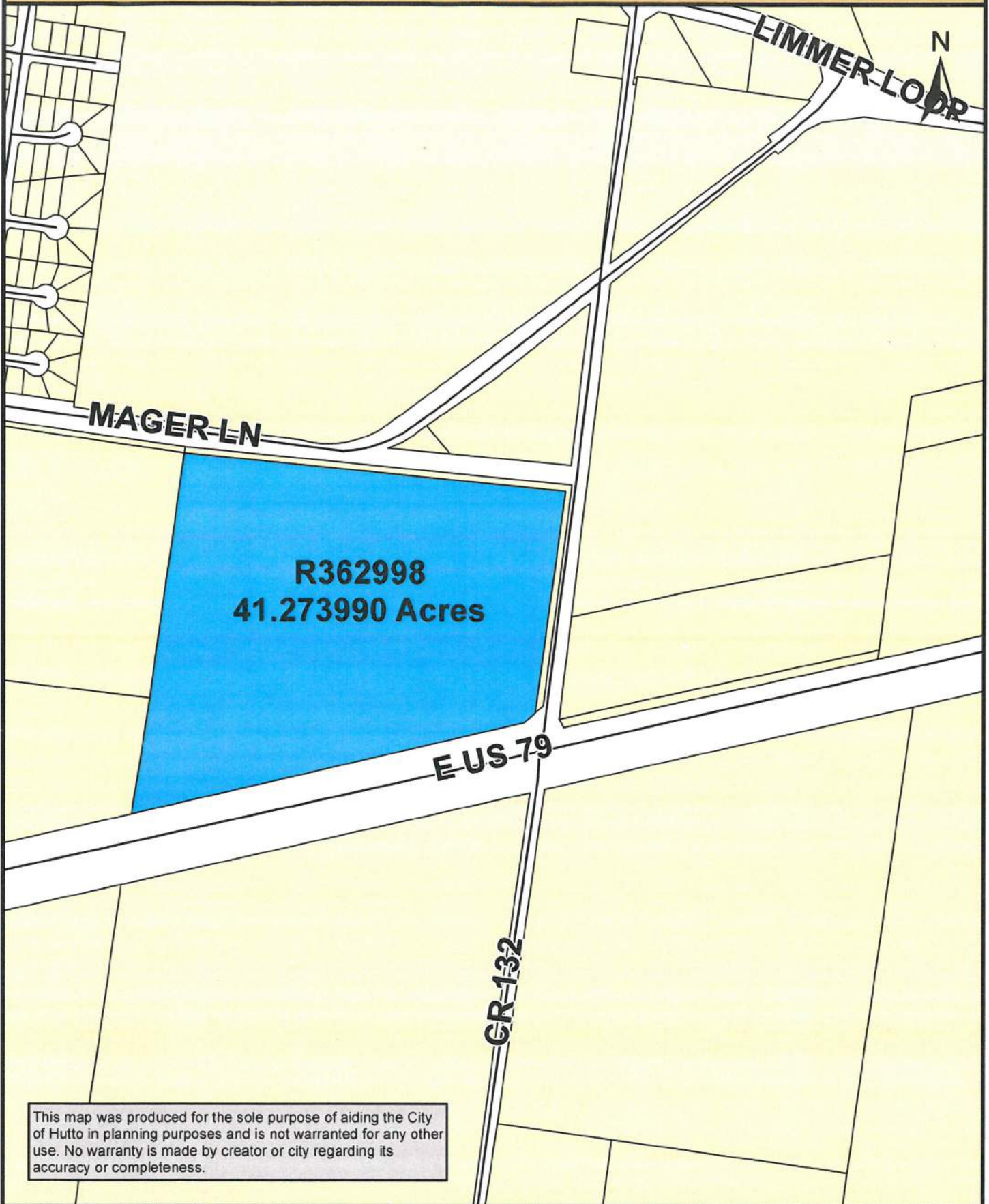
EXHIBIT "A"

LEGAL DESCRIPTION:

BORGNE TRACT – 1 (R362998):

41.274 ACRES SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN TRUSTEE'S DEED DATED MAY 12, 2015 AND RECORDED AS DOCUMENT NO. 2015039010, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Borgne



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10Q.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and David L. and Helen J. Carson, for 8.39 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DAVID L. AND HELEN J. CARSON, FOR 8.39 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and David L. and Helen J. Carson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **David L. Carson and Helen J. Carson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.39 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 30 day of Jan, 2019.

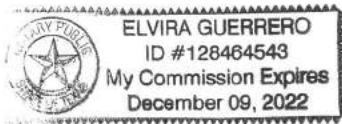


David L. Carson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by David L. Carson, Owner.




Notary Public, State of Texas

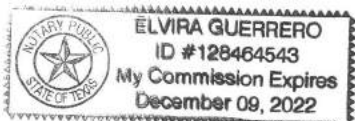


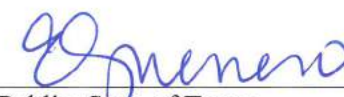
Helen J. Carson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Helen J. Carson, Owner.




Notary Public, State of Texas

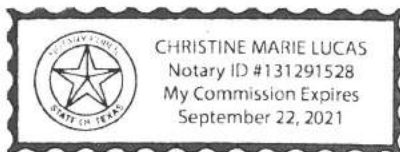


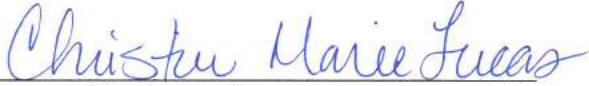
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

20 19 This instrument was acknowledged before me on the 6th day of February, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

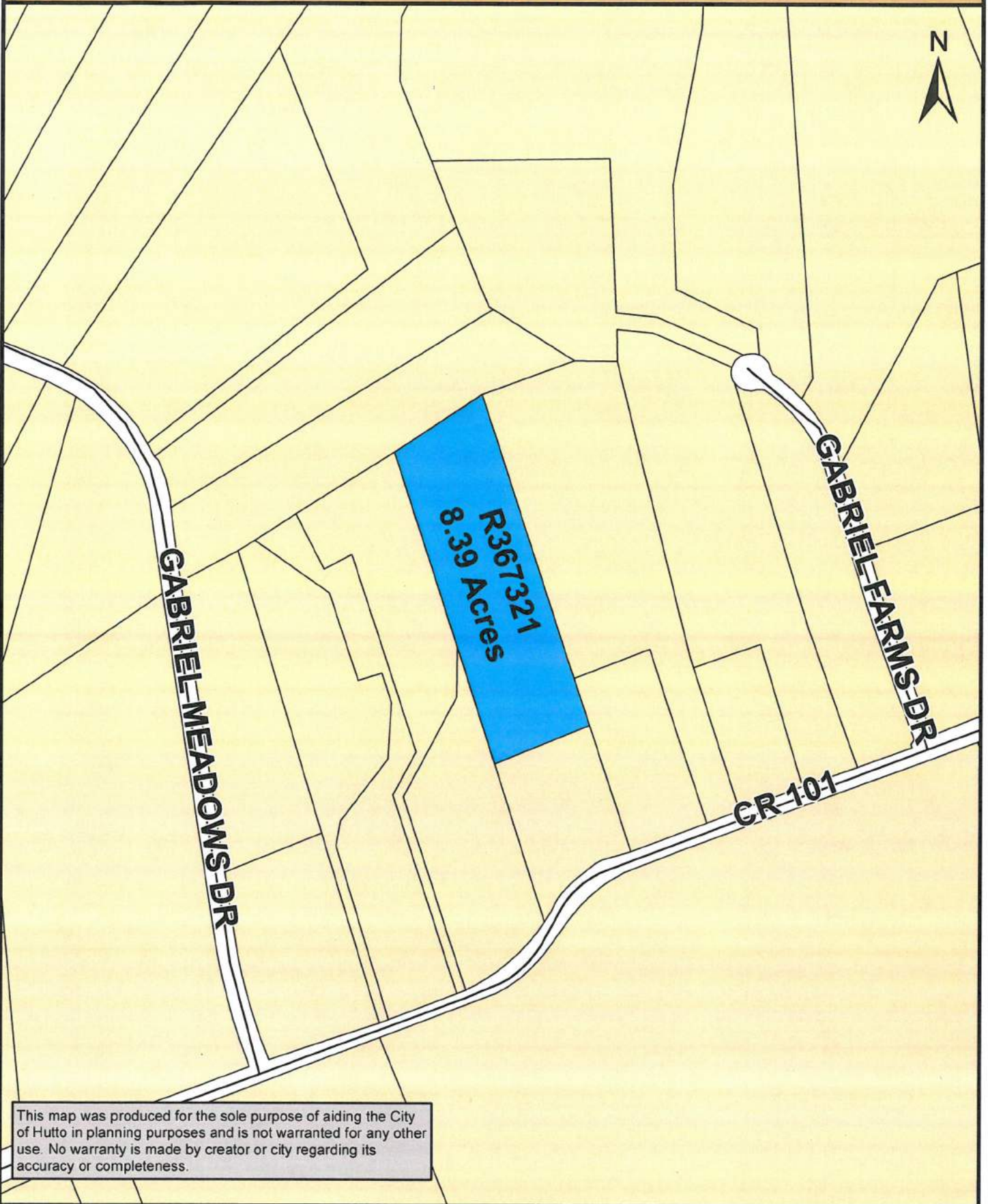
EXHIBIT "A"

LEGAL DESCRIPTION:

CARSON TRACT – (R367321):

8.39 ACRES SITUATED IN THE JAMES P. WARNOCK SURVEY, ABSTRACT NO. 12, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED JANUARY 26, 2000 AND RECORDED AS DOCUMENT NO. 2000005316, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Carson



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10R.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Carssow Family Partnership LTD, for 79.222 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE CARSSOW FAMILY PARTNERSHIP LTD, FOR 79.222 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Carssow Family Partnership LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Carssow Family Partnership, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **79.222 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 22 day of January, 2019.

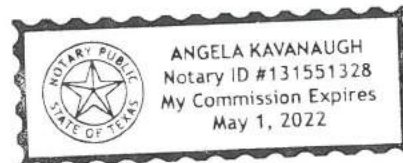
Ben Carssow

Owner

Printed Name: WILLIAM BENTON CARSSOW

Title: VICE - PRESIDENT

Carssow Family Partnership, LTD, Owner



THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 22 day of January, 2019, by William Benton, Vice Pres. of Carssow Family Partnership, LTD, Owner. Carssow

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones

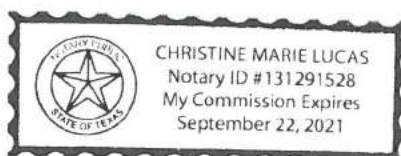
Odis Jones

City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

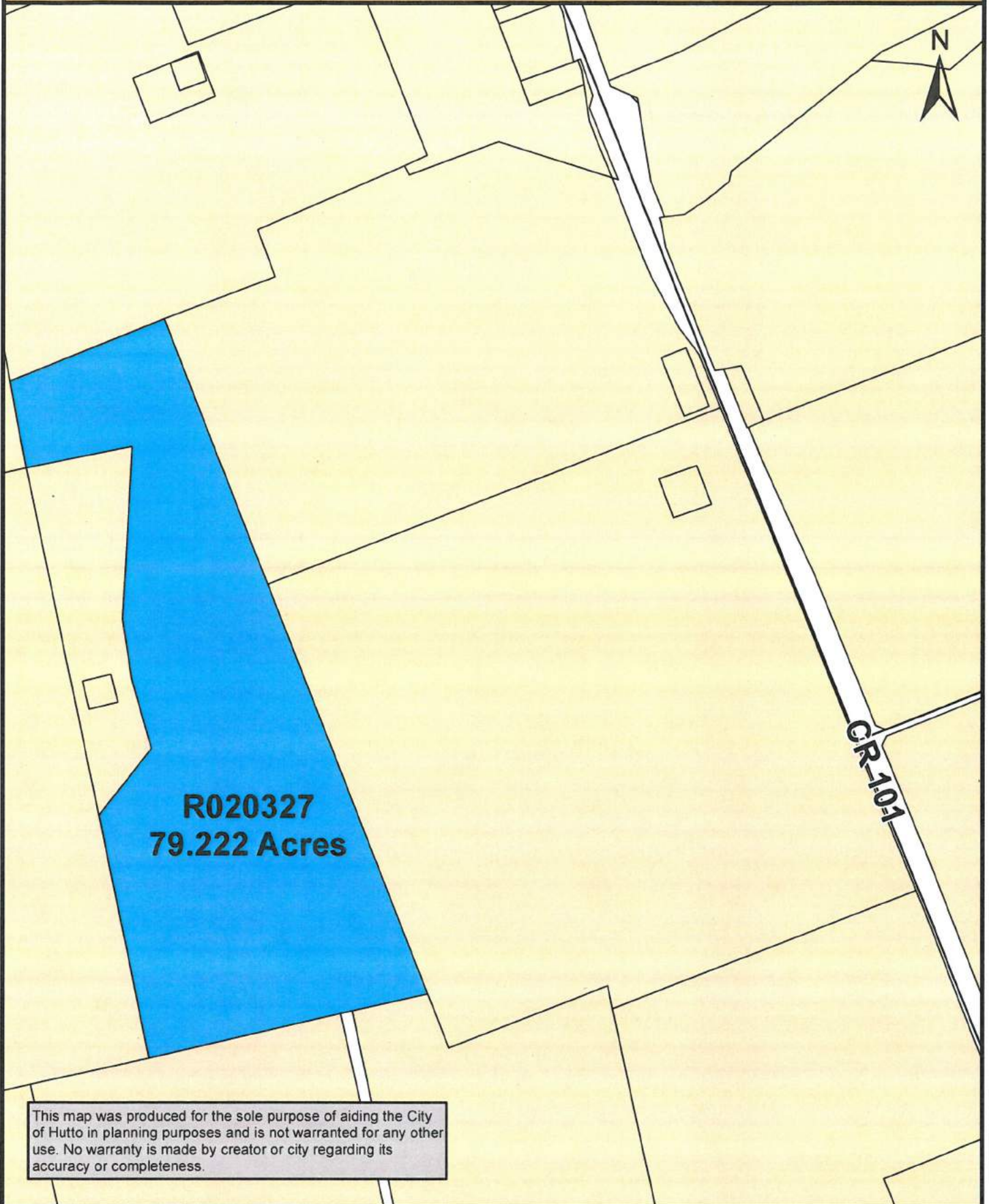
EXHIBIT "A"

LEGAL DESCRIPTION:

CARSSOW FAMILY PARTNERSHIP, LTD TRACT – 2 (R020327):

79.222 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 25, 1996 AND RECORDED AS DOCUMENT NO. 1997038895, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Carsrow 2



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10S.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Carssow Family Partnership LTD, for 98.58 acres, more or less, of land, located on CR 160. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE CARSSOW FAMILY PARTNERSHIP LTD, FOR 98.58 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Carssow Family Partnership LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Carssow Family Partnership, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **98.58 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 22 day of January, 2019.

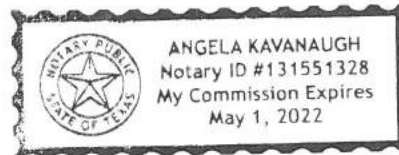
Ben Carssow
Owner

Printed Name: William Benton Carssow

Title: VICE - PRESIDENT
Carssow Family Partnership, LTD, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }



This instrument was acknowledged before me on the 22 day of January, 2019, by William Benton, Vice Pres. of Carssow Family Partnership, LTD, Owner. Carssow

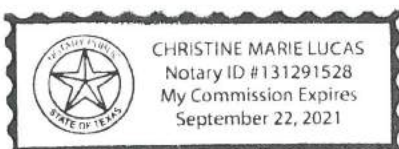
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

CARSSOW FAMILY PARTNERSHIP, LTD TRACT - 1 (R020316):

98.58 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 25, 1996 AND RECORDED AS DOCUMENT NO. 1997038895, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Carssow

CR 160



R020316
98.58 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10T.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, for 5.63 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUDY HOOD COATS, TRUSTEE OF THE JOHN H. COATS RESIDUARY TRUST, FOR 5.63 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Judy Hood Coats, Trustee of the John H. Coats Residuary Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.63 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

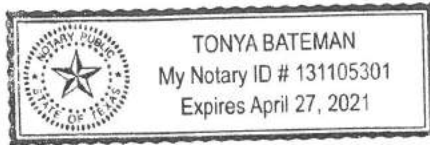
Entered into this 30 day of January, 2019.

Judy Hood Coats
Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 2019, by Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, Owner.



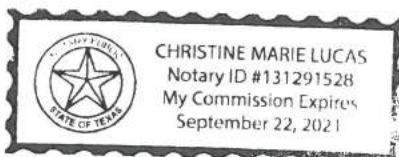
Tonya Bateman
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

COATS TRACT – 1 (R314013):

LOT 13 (5.63 ACRES), AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET I, SLIDES 263-265, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Coats



CR-394

R314013
5.630 Acres

CR-133

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10U.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, for 4.37 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUDY HOOD COATS, TRUSTEE OF THE JOHN H. COATS RESIDUARY TRUST, FOR 4.37 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Judy Hood Coats, Trustee of the John H. Coats Residuary Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.37 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 30 day of January, 2019.

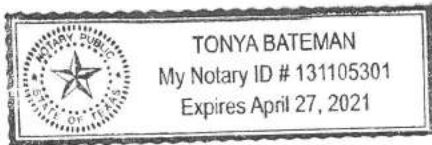
Judy Hood Coats

Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 2019, by Judy Hood Coats, Trustee of the John H. Coats Residuary Trust, Owner.



Tonya Bateman
Notary Public, State of Texas

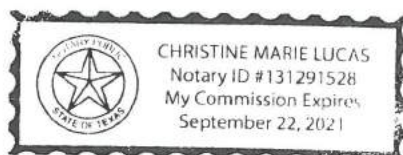
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

COATS TRACT – 2 (R314012):

LOT 12 (4.37 ACRES), AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET I, SLIDES 263-265, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Coats 2



CR-394

R314012
4.370 Acres

MUSTANG-DR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10V.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Shawn L. and Vanessa D. Daniels, for 13.26 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SHAWN L. AND VANESSA D. DANIELS, FOR 13.26 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Shawn L. and Vanessa D. Daniels, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Shawn L. Daniels and Vanessa D. Daniels** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel **13.26 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

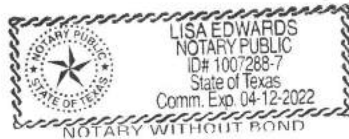
Entered into this 30 day of JANUARY, 2019.

Shawn L Daniels
Shawn L. Daniels, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Shawn L. Daniels, Owner.



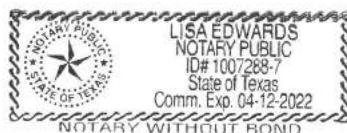
Lisa Edwards
Notary Public, State of Texas

Vanessa D. Daniels
Vanessa D. Daniels, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019, by Vanessa D. Daniels, Owner.



Lisa Edwards
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



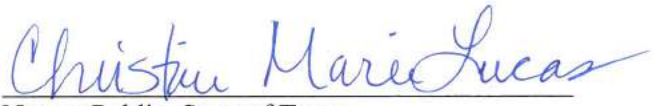

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

DANIELS TRACT – (R389511):

LOT 6 (13.26 ACRES), GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDES 369-371, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS; AND CORRECTED IN DOCUMENT NO. 199963125, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

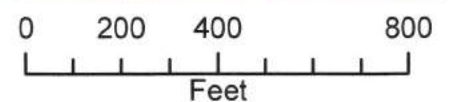
Daniels



R389511
13.26 Acres

GABRIEL MEADOWS DR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10W.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Richard A. and Karen A. Davidson, for 12.483 acres, more or less, of land, located on CR 131. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RICHARD A. AND KAREN A. DAVIDSON, FOR 12.483 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Richard A. and Karen A. Davidson, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Richard A. Davidson and Karen A. Davidson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **12.483 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

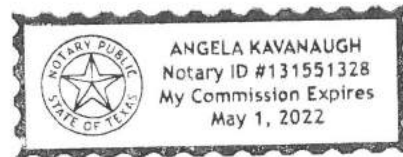
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 31 day of January, 2019.

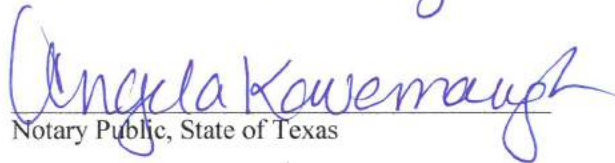

Richard A. Davidson, Owner

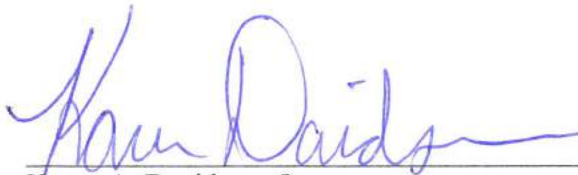


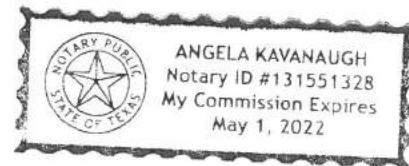
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019,
by Richard A. Davidson, Owner.


Notary Public, State of Texas

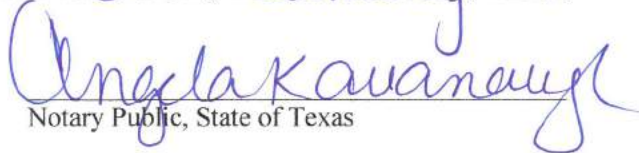

Karen A. Davidson, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019,
by Karen A. Davidson, Owner.


Notary Public, State of Texas

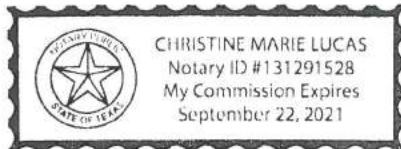


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

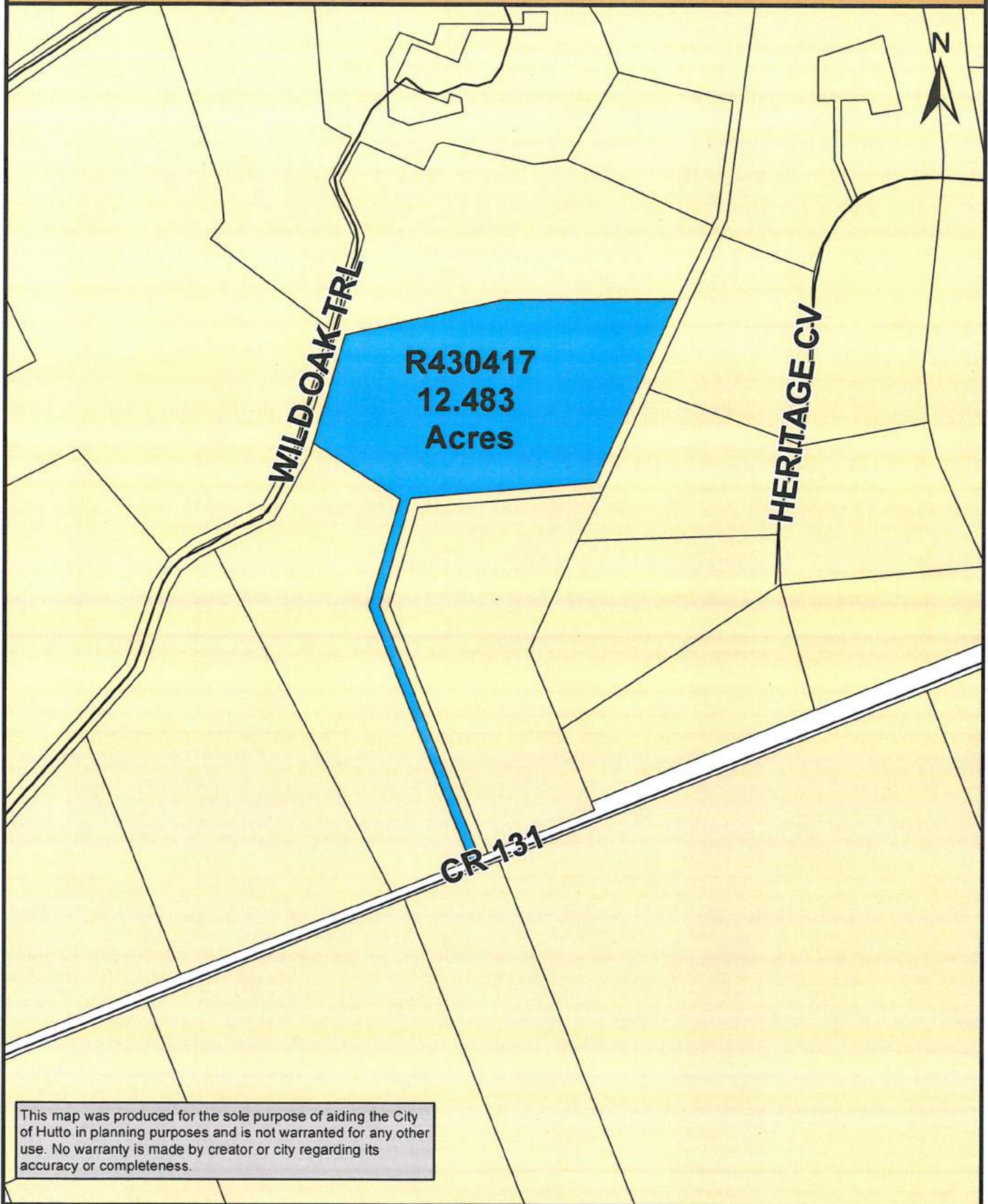
EXHIBIT "A"

LEGAL DESCRIPTION:

DAVIDSON TRACT – (R430417):

12.483 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED JUNE 10, 2002 AND RECORDED AS DOCUMENT NO. 2002045223, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Davidson



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10X.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Lorene and Wayne Decker, for 8.65 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND LORENE AND WAYNE DECKER, FOR 8.65 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Lorene and Wayne Decker, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Lorene Decker and Wayne Decker** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.65 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 31 day of January, 2019.

Lorene Decker by R Wayne Decker POA
Lorene Decker, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019, by Lorene Decker, Owner.

Angela Kavanaugh
Notary Public, State of Texas

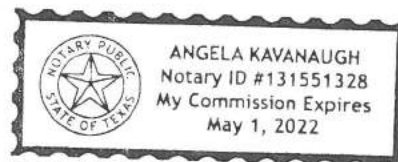
R. Wayne Decker
Wayne Decker, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019, by Wayne Decker, Owner.

Angela Kavanaugh
Notary Public, State of Texas





Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

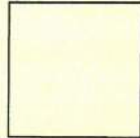
EXHIBIT "A"

LEGAL DESCRIPTION:

DECKER TRACT – 2 (R325386):

8.65 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN PARTIAL DISCLAIMER DATED JUNE 12, 1995 AND RECORDED AS DOCUMENT NO. 1995024222, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Decker 2



1

R325386
8.65 Acres

LIMMER LOOP

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10Y.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Lorene and Wayne Decker, for 200.921 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND LORENE AND WAYNE DECKER, FOR 200.921 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Lorene and Wayne Decker, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Lorene Decker and Wayne Decker** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, approximately **200.921 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”, save and except the property described in the Special Warranty Deed and recorded in document 2018113541, Williamson County Official Public Records; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

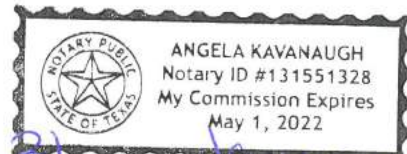
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 31 day of January, 2019.

Lorene Decker by Wayne Decker P.O.A.
Lorene Decker, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



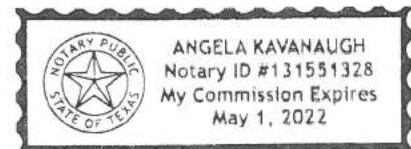
This instrument was acknowledged before me on the 31 day of January, 2019, by Lorene Decker, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Wayne Decker
Wayne Decker, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 31 day of January, 2019, by Wayne Decker, Owner.

Angela Kavanaugh

Notary Public, State of Texas

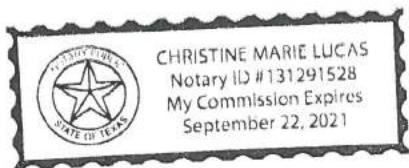


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

DECKER TRACT – 1 (R020296):

200.921 ~~276.733~~ ACRES SITUATED IN THE PATRICK O'DAUGHERTRY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN PARTIAL DISCLAIMER DATED JUNE 12, 1995 AND RECORDED AS DOCUMENT NO. 1995024222, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THE PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED AND RECORDED IN DOCUMENT 2018113541, WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS.

Decker



CR-132

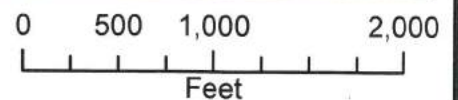
R020296
200.921
Acres

MAGER LN

LIMMER LOOP



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10Z.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and EJDL Investments LP, for 7.405 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND EJDL INVESTMENTS LP, FOR 7.405 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and EJDL Investments LP, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **EJDL Investments, LP** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.405 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

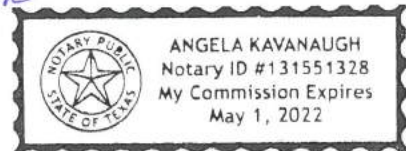
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18 day of January, 2019.

Emory Leschber Joy Leschber
Owner

Printed Name: Emory Leschber Joy LESCHBER

Title: Owner
EJDL Investments, LP, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January, 2019, by Emory Leschber, Joy LESCHBER of EJDL Investments, LP, Owner.

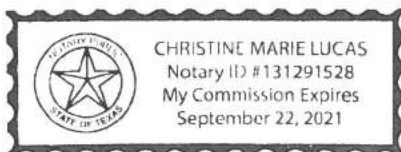
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

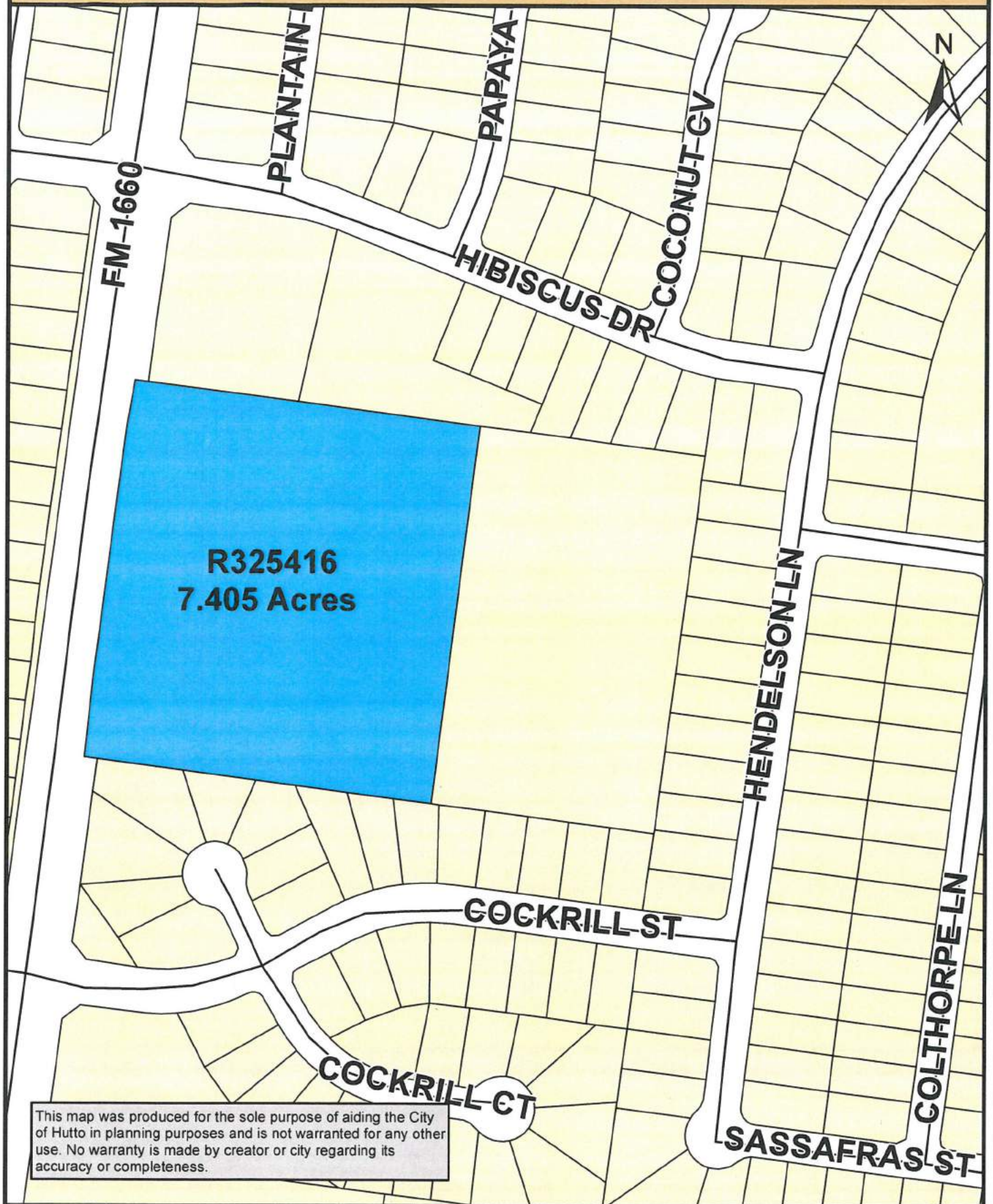
EXHIBIT "A"

LEGAL DESCRIPTION:

EJDL INVESTMENTS, LP TRACT - 1 (R325416):

7.405 ACRES SITUATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JANUARY 28, 2010 AND RECORDED AS DOCUMENT NO. 2010007502, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

EJDL Investments LP



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10AA.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and EJDL Investments LP, for 4.41 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND EJDL INVESTMENTS LP, FOR 4.41 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and EJDL Investments LP, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **EJDL Investments, LP** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.41 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 18 day of January, 2019.

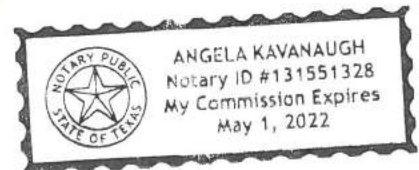
Emory Leschber Jay Lescher
Owner

Printed Name: Emory Leschber Jay LESCHBER

Title: Owner
EJDL Investments, LP, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 18 day of January, 2019, by Emory Leschber, Jay LESCHBER of EJDL Investments, LP, Owner.

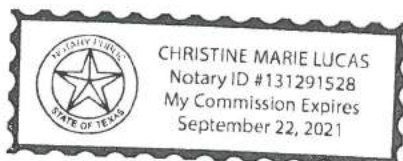
Angela Kavanaugh
Notary Public, State of Texas

Odise Jones
Odise Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odise Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

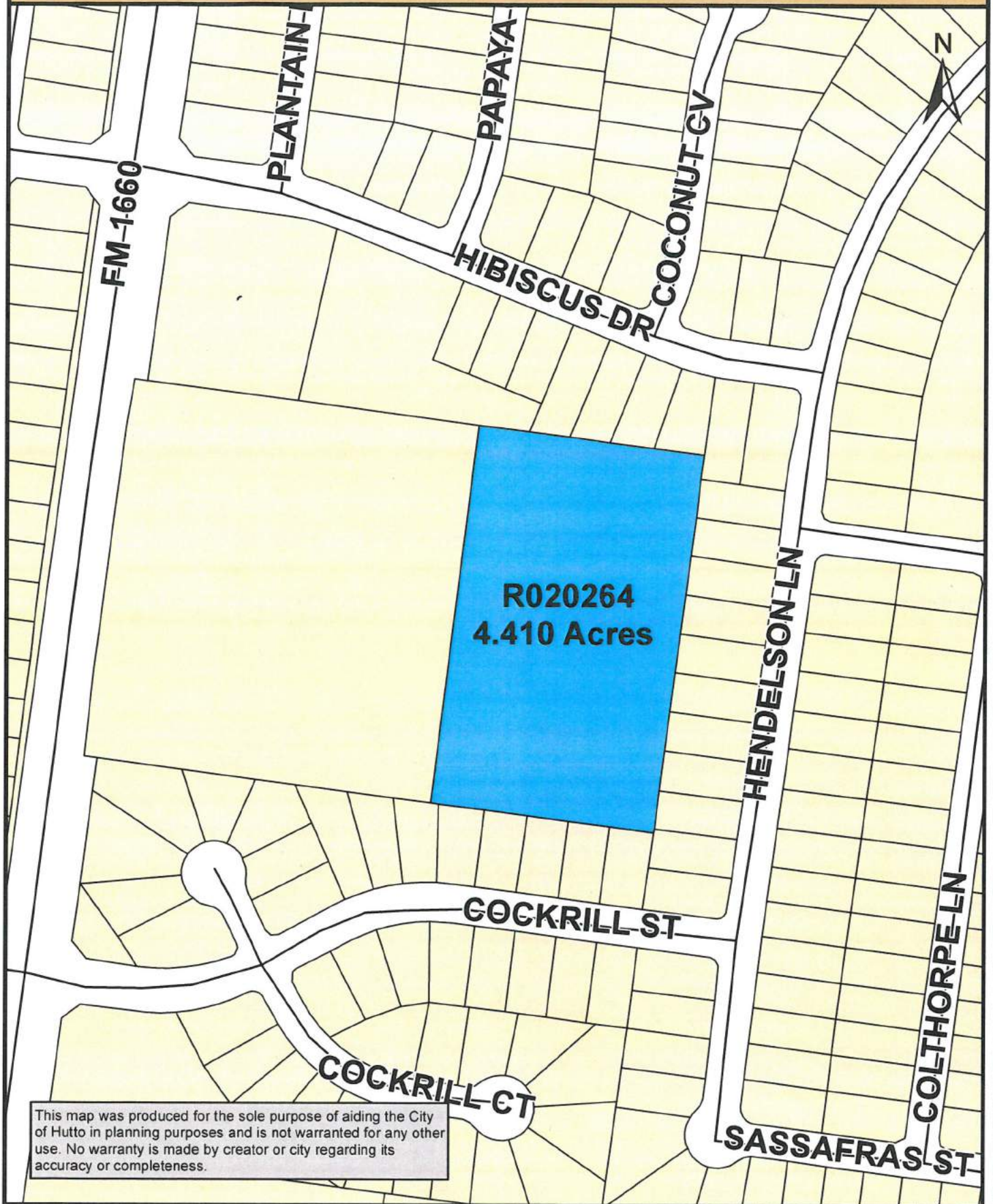
EXHIBIT "A"

LEGAL DESCRIPTION:

EJDL INVESTMENTS, LP TRACT – 2 (R020264):

4.41 ACRES SITUATED IN THE JOSIAH B. BEALL SURVEY, ABSTRACT NO. 97, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JANUARY 28, 2010 AND RECORDED AS DOCUMENT NO. 2010007502, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

EJDL Investments LP 2



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10BB.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for 59.34 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DARRYN C. AND KELLY R. FINN AND SHERRYL D. KRUSE, FOR 59.34 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Darryn C. Finn, and Kelly R. Finn, and Sherryl D. Kruse** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **59.34 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 7th day of January, 20 19.

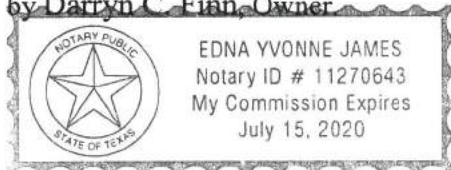


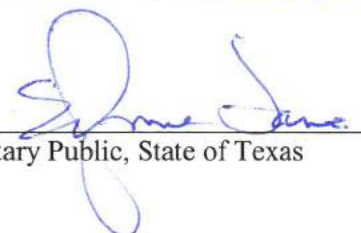
Darryn C. Finn, Owner

THE STATE OF TEXAS }

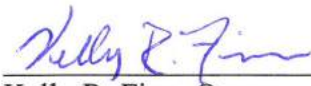
COUNTY OF Harris }

This instrument was acknowledged before me on the 7th day of January, 20 19,
by Darryn C. Finn, Owner





Notary Public, State of Texas

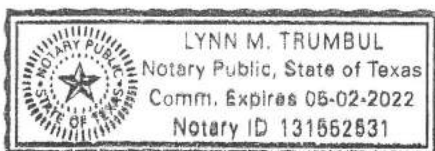


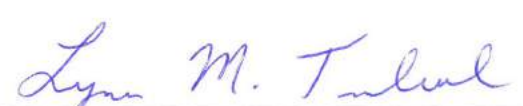
Kelly R. Finn, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 20 18,
by Kelly R. Finn, Owner.





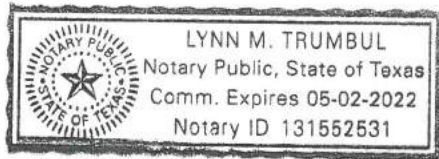
Notary Public, State of Texas


Sherryl D. Kruse, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 2018,
by Sherryl D. Kruse, Owner.





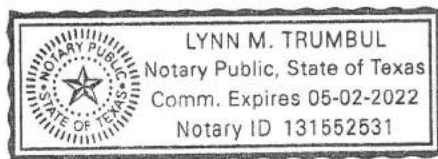
Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

FINN TRACT – 1 (R020912):

59.34 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED OF GIFT DATED FEBRUARY 21, 2007 AND RECORDED AS DOCUMENT NO. 2007015473, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Finn



R020912
59.34 Acres

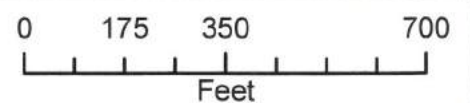
LIMMER LOOP

LIMMER LOOP SPUR

US-79

US-79

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10CC.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for 31.26 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DARRYN C. AND KELLY R. FINN AND SHERRYL D. KRUSE, FOR 31.26 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Darryn C. Finn, and Kelly R. Finn, and Sherryl D. Kruse** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **31.26 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 7th day of January, 2019.

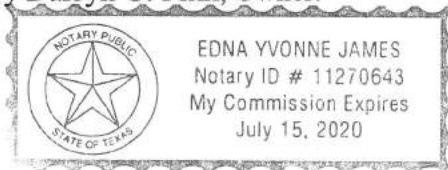


Darryn C. Finn, Owner

THE STATE OF TEXAS }

COUNTY OF Harris }

This instrument was acknowledged before me on the 7th day of January, 2019,
by Darryn C. Finn, Owner.





Notary Public, State of Texas

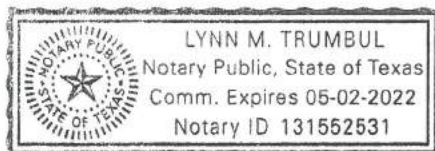


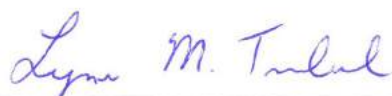
Kelly R. Finn, Owner

THE STATE OF TEXAS }

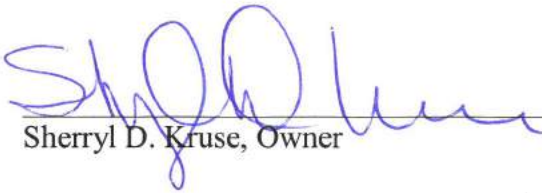
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 2018,
by Kelly R. Finn, Owner.





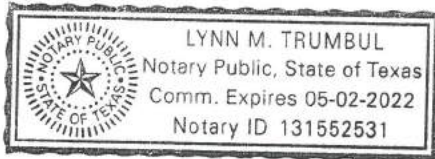
Notary Public, State of Texas


Sherryl D. Kruse, Owner

THE STATE OF TEXAS }

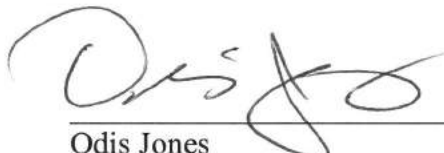
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 2018,
by Sherryl D. Kruse, Owner.





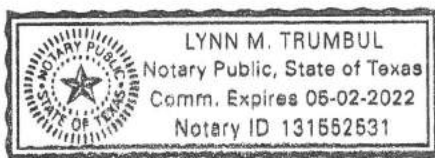
Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

FINN TRACT – 2 (R325389):

31.26 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED OF GIFT DATED FEBRUARY 21, 2007 AND RECORDED AS DOCUMENT NO. 2007015473, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Finn 2



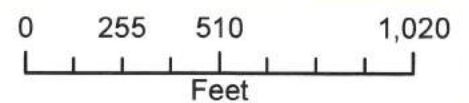
R325389
31.26 Acres

LIMMER LOOP

LIMMER LOOP SPUR

US-79

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10DD.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael W. Finn and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for 2.94 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL W. FINN AND DARRYN C. AND KELLY R. FINN AND SHERRYL D. KRUSE, FOR 2.94 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Michael W. Finn and Darryn C. and Kelly R. Finn and Sherryl D. Kruse, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Michael W. Finn, and Darryn C. Finn, and Kelly R. Finn, and Sherryl D. Kruse** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **2.94 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 7th day of January, 2019.

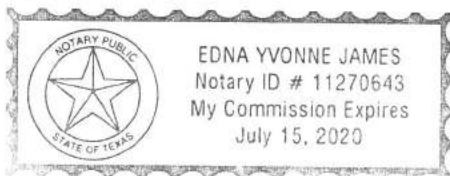


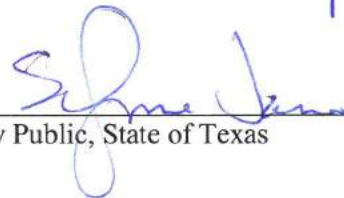
Darryn C. Finn, Owner

THE STATE OF TEXAS }

COUNTY OF Harris }

This instrument was acknowledged before me on the 7th day of January, 2019,
by Darryn C. Finn, Owner.





Notary Public, State of Texas

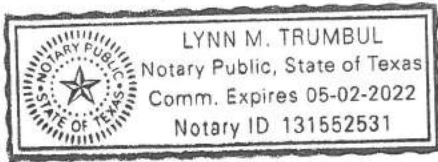


Kelly R. Finn, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 2018,
by Kelly R. Finn, Owner.



Lyn M. Trumbul

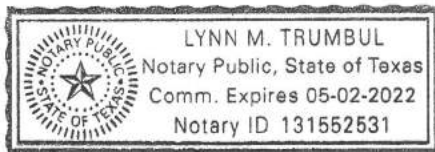
Notary Public, State of Texas

Michael W. Finn
Michael W. Finn, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 2018,
by Michael W. Finn, Owner.



Lyn M. Trumbul

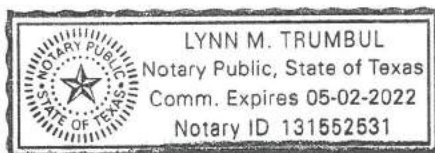
Notary Public, State of Texas

Sherryl D. Kruse
Sherryl D. Kruse, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 26th day of December, 2018,
by Sherryl D. Kruse, Owner.



Lyn M. Trumbul

Notary Public, State of Texas

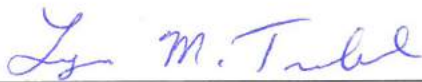


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

FINN TRACT – 3 (R406399):

2.94 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MAY 7, 2015 AND RECORDED AS DOCUMENT NO. 2015038132, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Finn 3

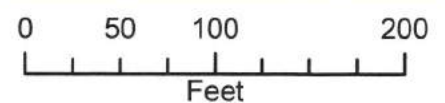


R406399
2.94 Acres

LIMMER-LOOP

LIMMER-LOOP-SPUR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10EE.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Barbara Jane Graves, for 10.0 acres, more or less, of land, located on Hyview Lane. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BARBARA JANE GRAVES, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Barbara Jane Graves, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Barbara Jane Graves** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 7th day of January, 2019.

Barbara Jane Graves
Barbara Jane Graves, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of January, 2019, by Barbara Jane Graves, Owner.



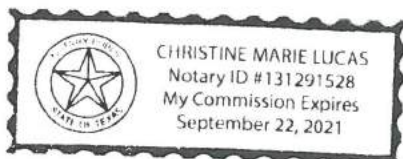
JoAnne C. Grimes
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

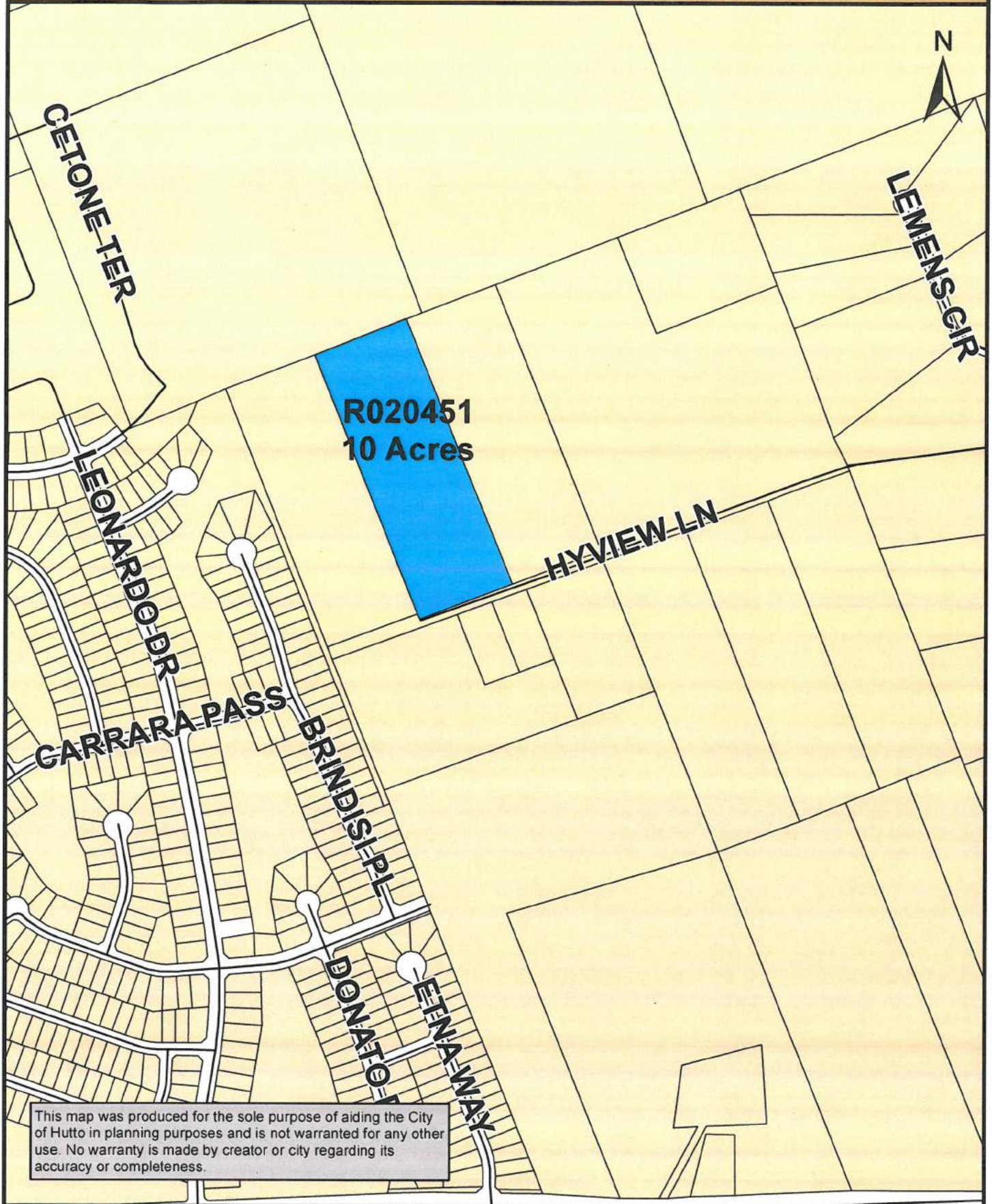
EXHIBIT "A"

LEGAL DESCRIPTION:

GRAVES TRACT – (R020451):

10.0 ACRES SITUATED IN THE WM. DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED DECEMBER 8, 2005 AND RECORDED AS DOCUMENT NO. 2006059301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Graves



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10FF.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Fritz E. and Betty L. Hodde, for 5.0 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRITZ E. AND BETTY L. HODDE, FOR 5.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Fritz E. and Betty L. Hodde, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Fritz E. Hodde and Betty L. Hodde** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.0 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

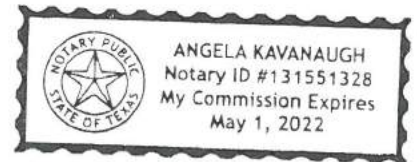
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 16 day of January, 2019.

Fritz E. Hodde
Fritz E. Hodde, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019, by Fritz E. Hodde, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Betty L. Hodde
Betty L. Hodde, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019, by Betty L. Hodde, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HODDE TRACT – (R313988):

LOT 3 (5.0 ACRES), AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET I, SLIDE 263, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hodde



CR 394

MUSTANG DR

R313988
5 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10GG.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Christopher D. and Jennifer L. Hoffman, for 11.996 acres, more or less, of land, located on Wild Oak Trail. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CHRISTOPHER D. AND JENNIFER L. HOFFMAN, FOR 11.996 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Christopher D. and Jennifer L. Hoffman, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Christopher D. Hoffman and Jennifer L. Hoffman** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.996 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

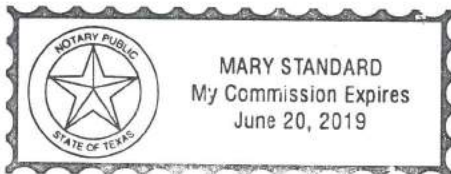
Entered into this 18th day of January, 2019.

Christopher D. Hoffman
Christopher D. Hoffman, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2019,
by Christopher D. Hoffman, Owner.



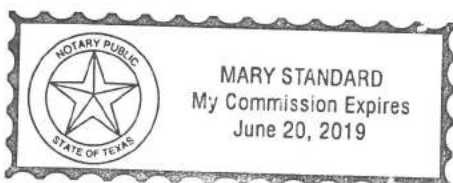
Mary Standard
Notary Public, State of Texas

Jennifer L. Hoffman
Jennifer L. Hoffman, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2019,
by Jennifer L. Hoffman, Owner.



Mary Standard
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

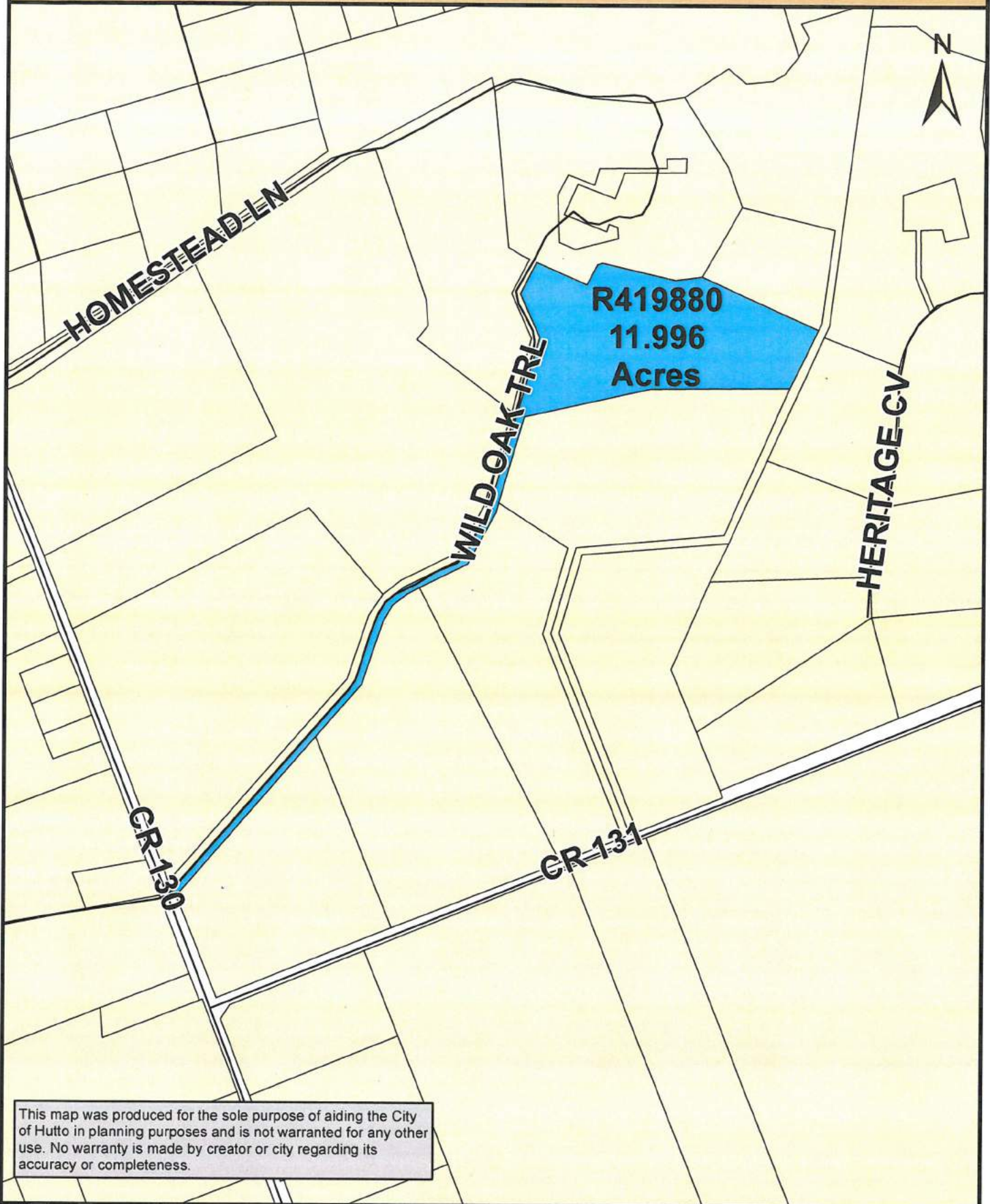
EXHIBIT "A"

LEGAL DESCRIPTION:

HOFFMAN TRACT – (R419880):

11.996 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED OCTOBER 15, 2001 AND RECORDED AS DOCUMENT NO. 2001078845, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hoffman 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10HH.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rheba Kay Johnson, Trustee of the Rheba Kay Johnson Trust, for 14.99 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RHEBA KAY JOHNSON, TRUSTEE OF THE RHEBA KAY JOHNSON TRUST, FOR 14.99 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rheba Kay Johnson, Trustee of the Rheba Kay Johnson Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Rheba Kay Johnson, Trustee of the Rheba Kay Johnson Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **14.99 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

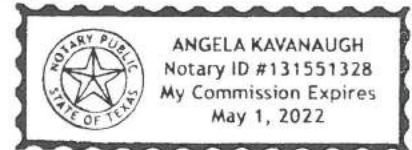
Entered into this 29th day of January, 2019.

Rheba Kay Johnson

Rheba Kay Johnson, Trustee of the Rheba Kay Johnson Trust, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 29 day of January, 2019, by Rheba Kay Johnson, Trustee of the Rheba Kay Johnson Trust, Owner.

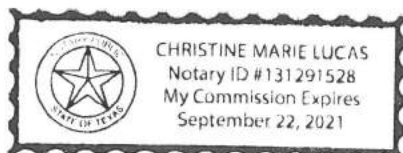
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

JOHNSON TRACT - 2 (R020231):

14.99 ACRES SITUATED IN THE JAMES P. WARNOCK SURVEY, ABSTRACT NO. 12, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED SEPTEMBER 25, 2014 AND RECORDED AS DOCUMENT NO. 2014081463, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Johnson 2



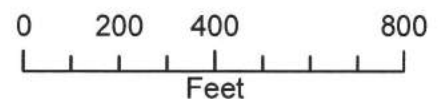
HERITAGE LOOP

FM
1660

R020231
14.99
Acres

CR 131

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10II.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Roger A. Kiesling, for 11.36 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ROGER A. KIESLING, FOR 11.36 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Roger A. Kiesling, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Roger A. Kiesling** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.36 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Gabriel Farms also filed as Document Number 1996034611, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

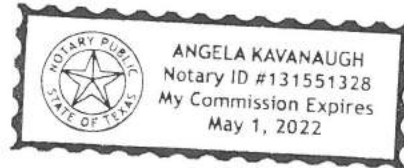
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 29 day of January, 2019.

Roger A. Kiesling

Roger A. Kiesling, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29 day of January, 2019, by Roger A. Kiesling, Owner.

Angela Kavanaugh
Notary Public, State of Texas

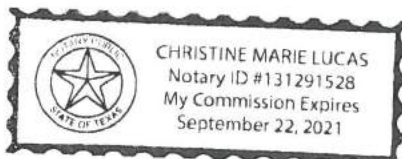
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KIESLING TRACT – (R389510):

LOT 5 (11.36 ACRES), OF GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDES 369-371, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CORRECTED IN DOCUMENT NUMBER 199963125, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

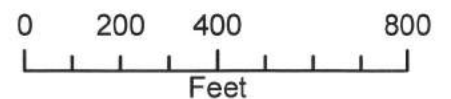
Kiesling



**R389510
11.36 Acres**

GABRIEL MEADOWS DR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10JJ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gary D. Klaus, for 1.763 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GARY D. KLAUS, FOR 1.763 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gary D. Klaus, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gary D. Klaus** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.763 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

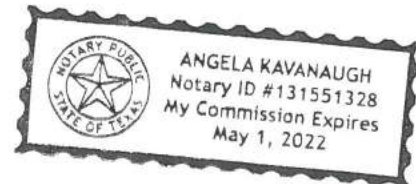
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 25 day of January, 2019.

Gary D. Klaus
Gary D. Klaus, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 25 day of January, 2019, by Gary D. Klaus, Owner.

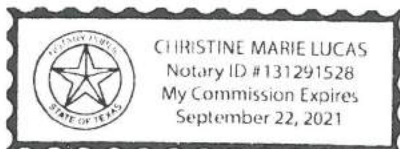
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KLAUS TRACT – 1 (R505224):

1.763 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED JUNE 21, 2013 AND RECORDED AS DOCUMENT NO. 2013059569, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Klaus

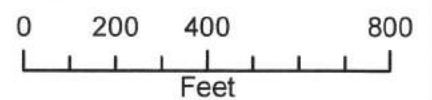


R505224
1.763
Acres

LIMMER LOOP

79

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10KK.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Klaus Farms LTD, for 11.437 acres, more or less, of land, located on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KLAUS FARMS LTD, FOR 11.437 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Klaus Farms LTD, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Klaus Farms, LTD** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.437 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

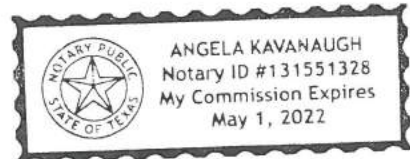
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 25 day of January, 2019.

Gary Klaus
Owner

Printed Name: Gary Klaus
Title: President
Klaus Farms, LTD, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 25 day of January, 2019, by Gary Klaus, President of Klaus Farms, LTD, Owner.

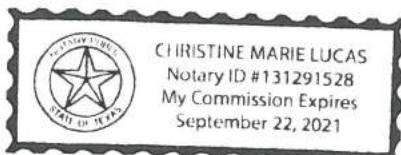
Angela Kavanaugh
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KLAUS FARMS LTD TRACT – 2 (R325954):

11.437 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED NOVEMBER 1, 2007 AND RECORDED AS DOCUMENT NO. 2007099204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Klaus Farms LTD 2

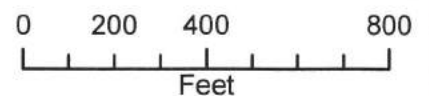


R325954
11.437
Acres

LIMMER LOOP



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10LL.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for 10.95 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILTON GARY AND DERYLE ANN KOMAR, FOR 10.95 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wilton Gary Komar and Deryle Ann Komar** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.95 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 29 day of January, 20 19.

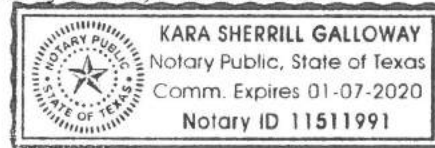
Wilton Gary Komar
Wilton Gary Komar, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 20 19, by Wilton Gary Komar, Owner.

Kara Sherrill Galloway
Notary Public, State of Texas



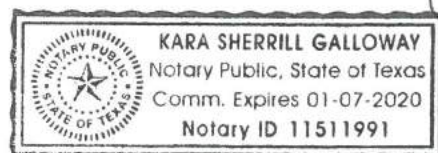
Deryle Ann Komar
Deryle Ann Komar, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 20 19, by Deryle Ann Komar, Owner.

Kara Sherrill Galloway
Notary Public, State of Texas





Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

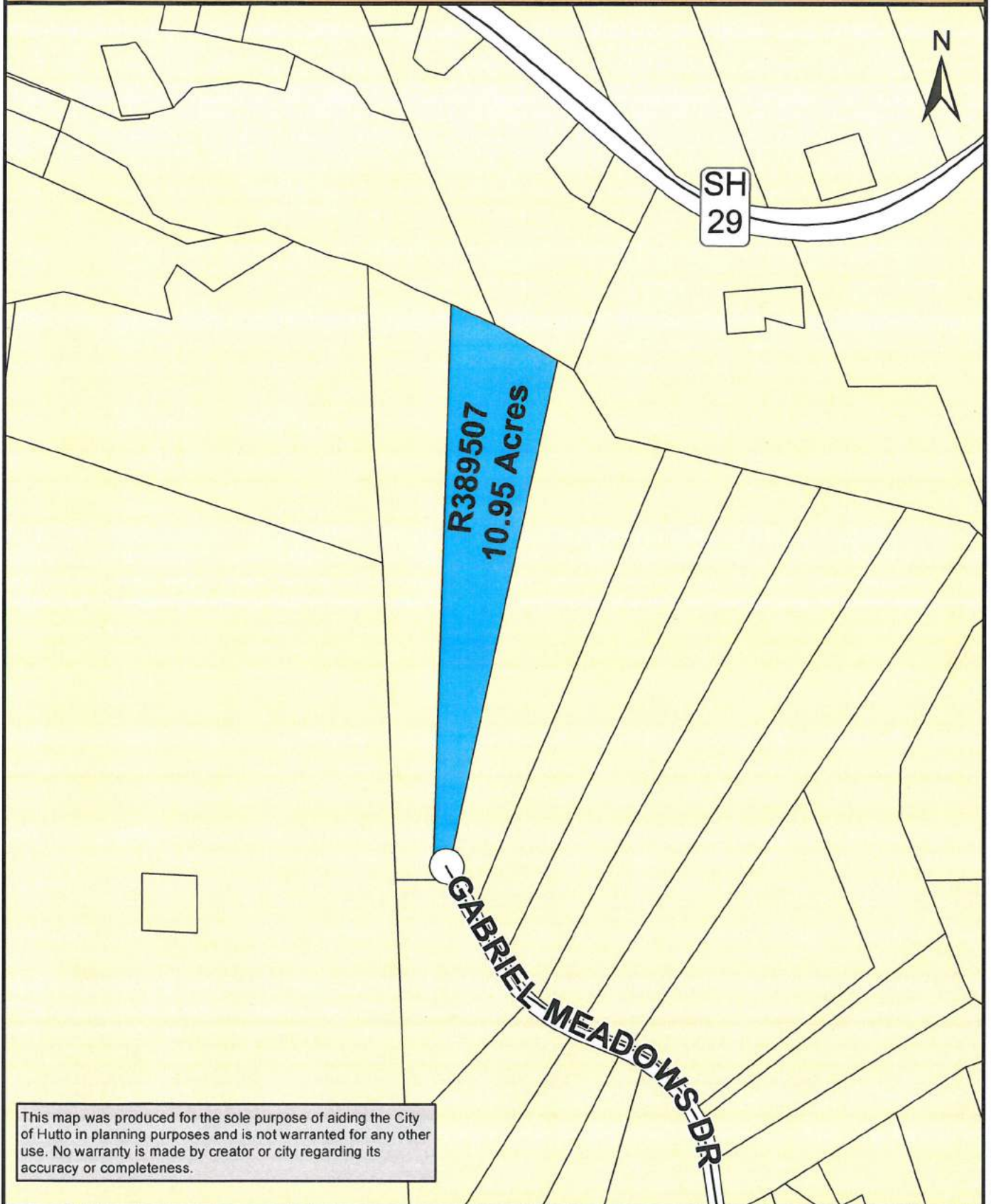
EXHIBIT "A"

LEGAL DESCRIPTION:

KOMAR TRACT – 1 (R389507):

LOT 2 (10.95 ACRES), GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDES 369-371, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; AND CORRECTED UNDER DOCUMENT NO. 199963125, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Komar 1



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10MM.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for 10.48 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILTON GARY AND DERYLE ANN KOMAR, FOR 10.48 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wilton Gary Komar and Deryle Ann Komar** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.48 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 29 day of January, 20 19.

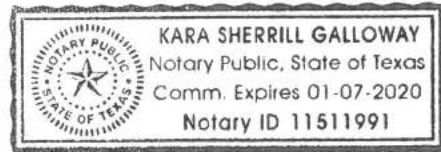
Wilton Gary Komar
Wilton Gary Komar, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 20 19, by Wilton Gary Komar, Owner.

Kara Sherrill Galloway
Notary Public, State of Texas



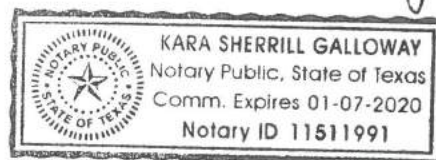
Deryle Ann Komar
Deryle Ann Komar, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 20 19, by Deryle Ann Komar, Owner.

Kara Sherrill Galloway
Notary Public, State of Texas



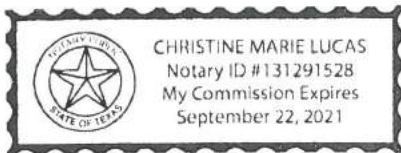


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

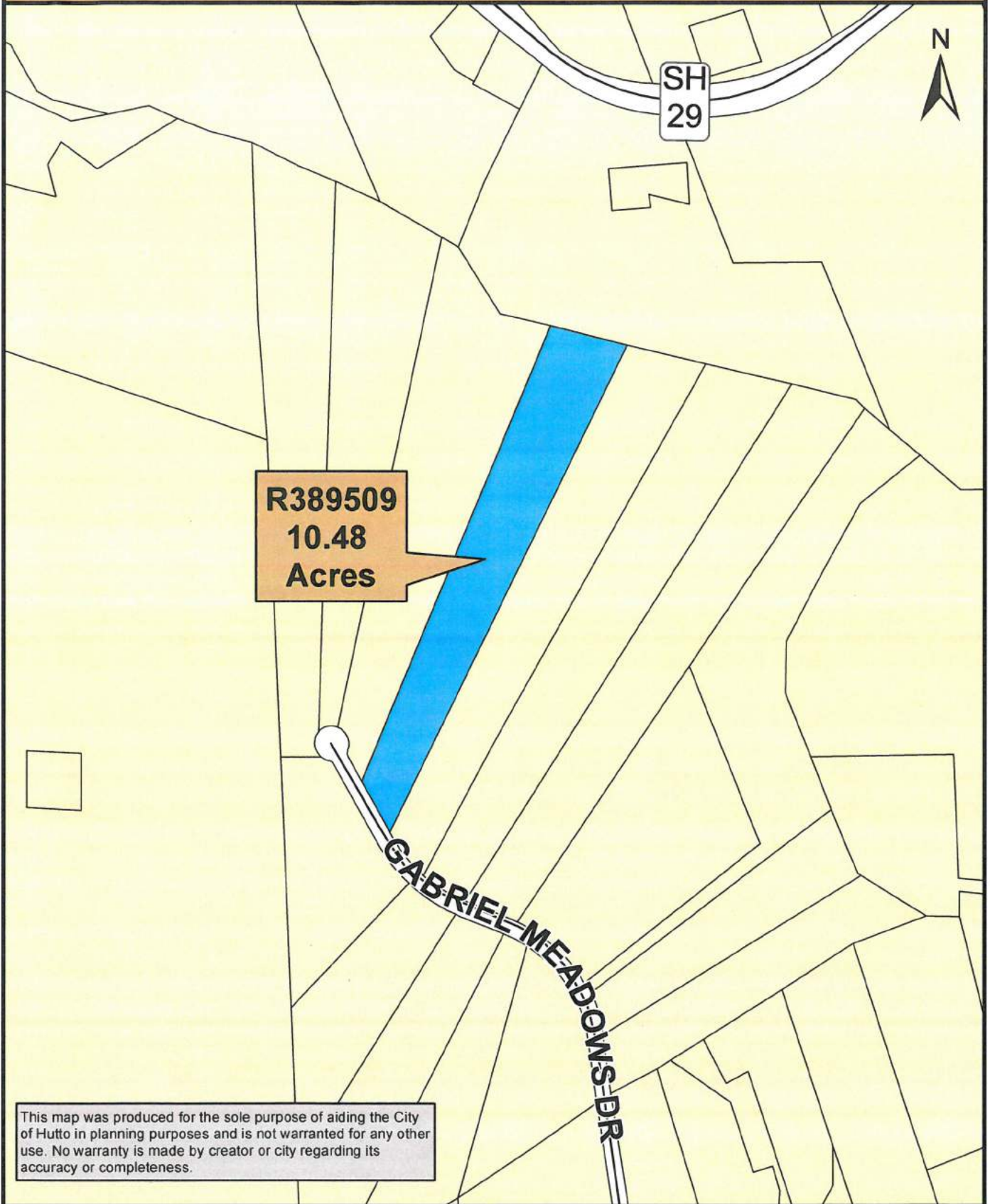
EXHIBIT "A"

LEGAL DESCRIPTION:

KOMAR TRACT – 3 (R389509):

LOT 4 (10.48 ACRES), GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDES 369-371, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; AND CORRECTED UNDER DOCUMENT NO. 199963125, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Komar 3



Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\Komar_3.mxd)

12/17/2018 - 8:47:11 AM



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Feet

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10NN.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for 12.42 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

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BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILTON GARY AND DERYLE ANN KOMAR, FOR 12.42 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wilton Gary and Deryle Ann Komar, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wilton Gary Komar and Deryle Ann Komar** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **12.42 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 29 day of January, 20 19.

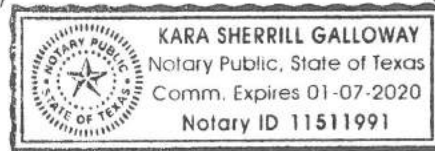
Wilton Gary Komar
Wilton Gary Komar, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 20 19, by Wilton Gary Komar, Owner.

Kara Sherrill Galloway
Notary Public, State of Texas



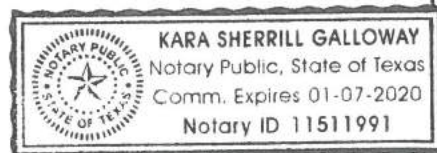
Deryle Ann Komar
Deryle Ann Komar, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 20 19, by Deryle Ann Komar, Owner.

Kara Sherrill Galloway
Notary Public, State of Texas



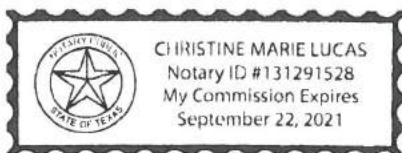


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

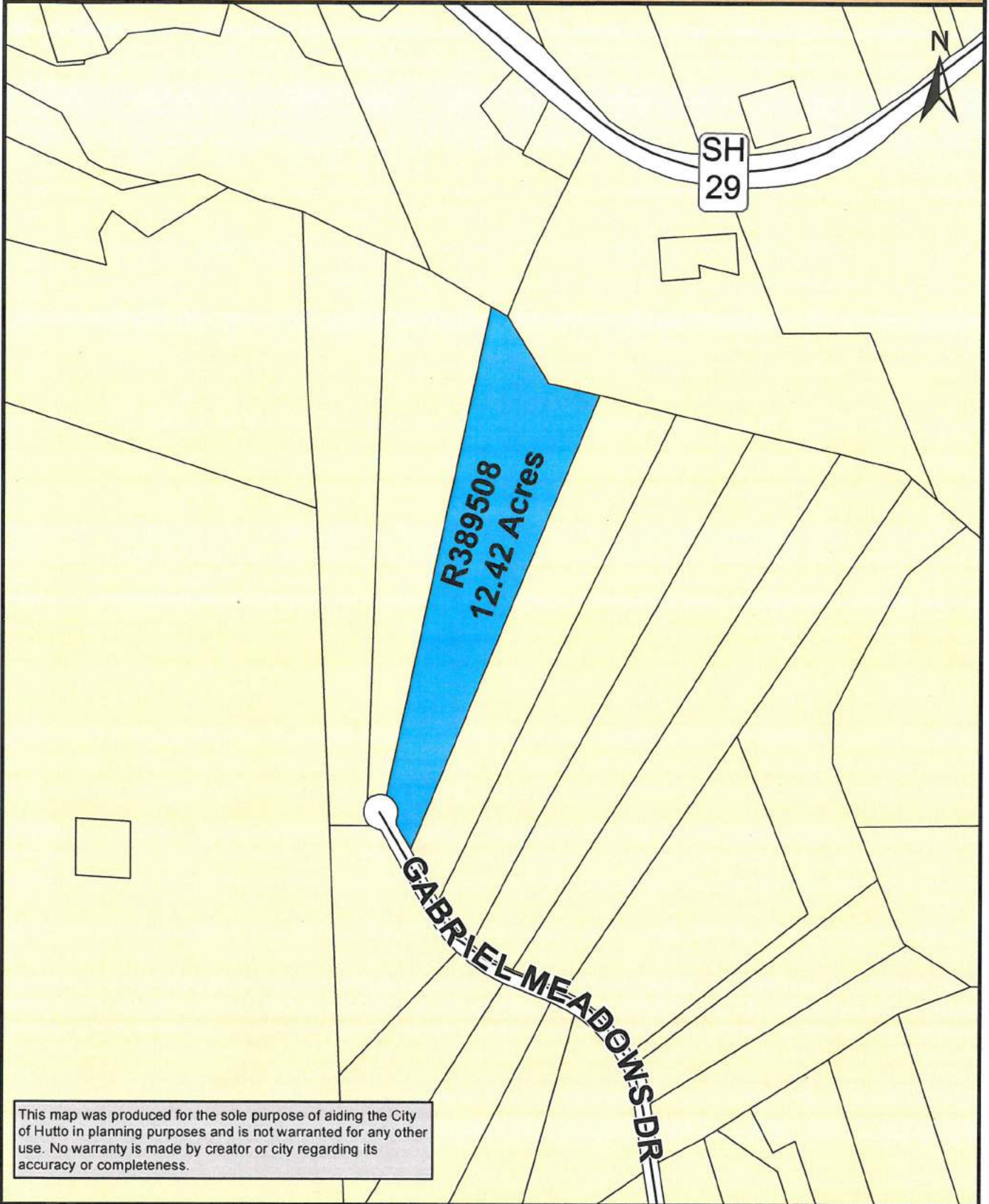
EXHIBIT "A"

LEGAL DESCRIPTION:

KOMAR TRACT – 2 (R389508):

LOT 3 (12.42 ACRES), GABRIEL FARMS SECTION TWO, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SLIDE 369, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND CORRECTED IN DOCUMENT NO. 199963125, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Komar 2



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 1000.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Timothy R. and Susan L. Kruger, for 6.16 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND TIMOTHY R. AND SUSAN L. KRUGER, FOR 6.16 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Timothy R. and Susan L. Kruger, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Timothy R. Kruger and Susan L. Kruger** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **6.16 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

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

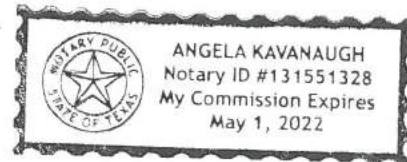
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 29 day of January, 2019.

Timothy R. Kruger
Timothy R. Kruger, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 29 day of January, 2019, by Timothy R. Kruger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Susan L. Kruger
Susan L. Kruger, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 29 day of January, 2019, by Susan L. Kruger, Owner.

Angela Kavanaugh
Notary Public, State of Texas

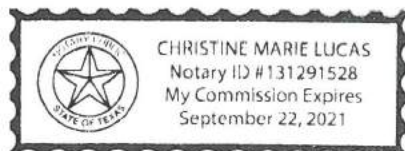


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT – (R389516):

LOT 11 (6.16 ACRES), GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET Q, SLIDES 369, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CORRECTED IN DOCUMENT NUMBER 199963125, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kruger

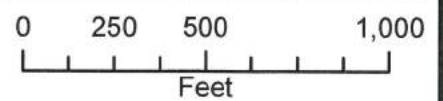


**R389516
6.16 Acres**

GABRIEL MEADOWS DR

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10PP.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Cruz C. Lara, Jr. and Julie Lara, for 11.35 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CRUZ C. LARA, JR. AND JULIE LARA, FOR 11.35 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Cruz C. Lara, Jr. and Julie Lara, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Cruz C. Lara, Jr. and Julie Lara** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.35 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

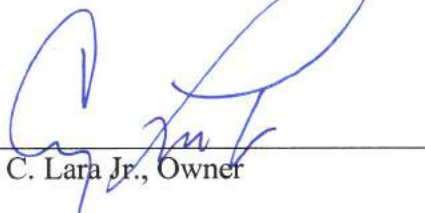
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

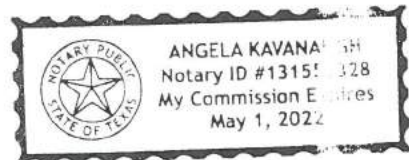
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 31 day of January, 2019.



Cruz C. Lara Jr., Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

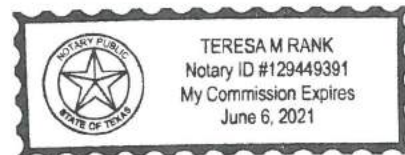
This instrument was acknowledged before me on the 31 day of January, 2019, by Cruz Lara Jr., Owner.



Notary Public, State of Texas

 1-29-18

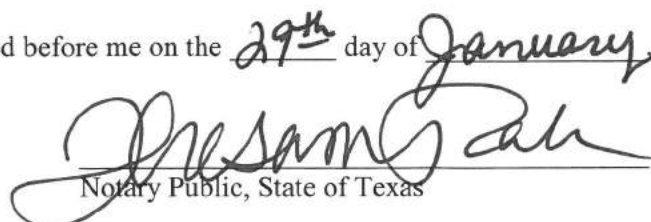
Julie Lara, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 2019, by Julie Lara, Owner.



Notary Public, State of Texas

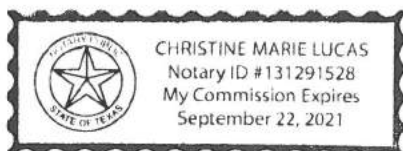


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

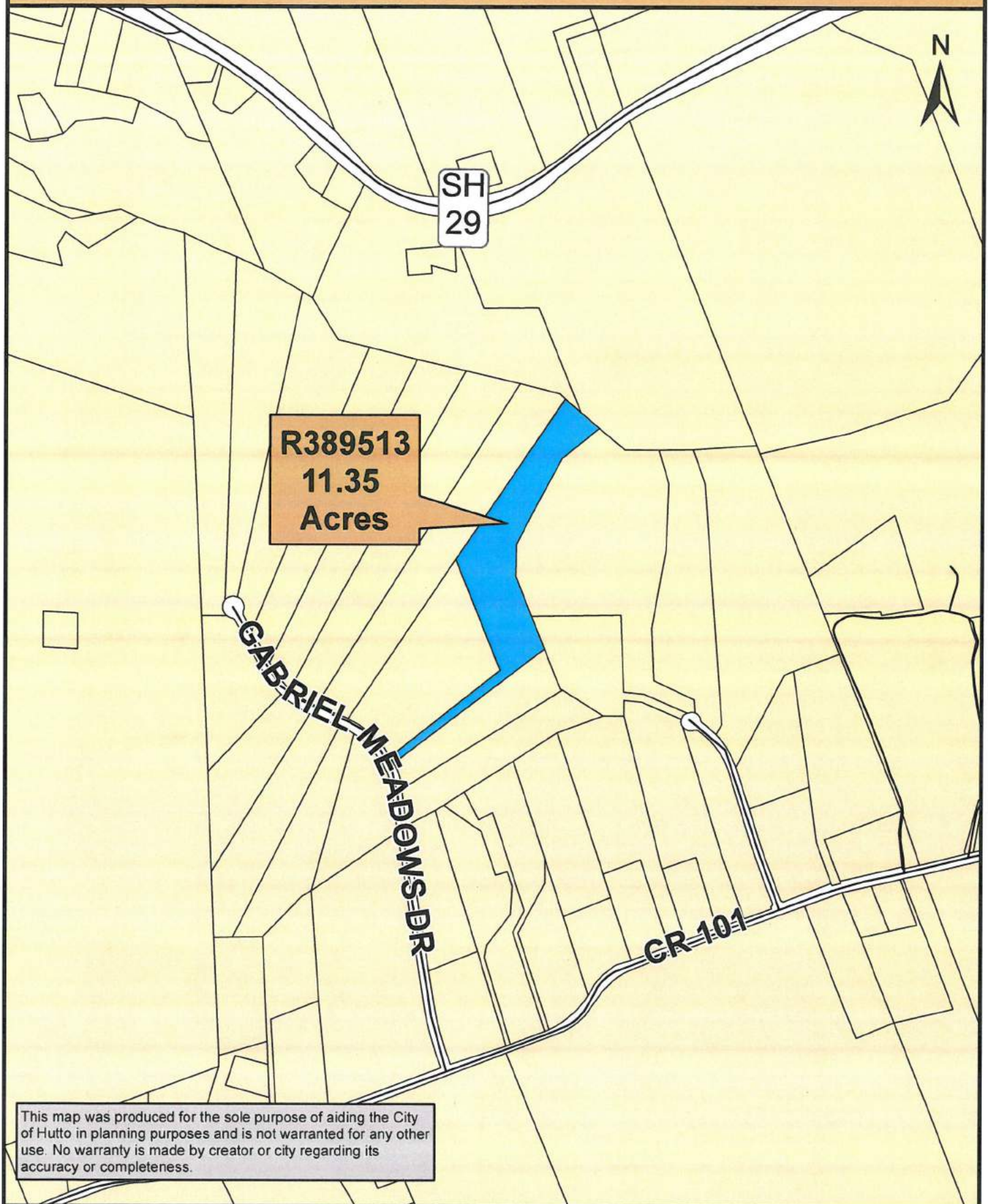
EXHIBIT "A"

LEGAL DESCRIPTION:

LARA TRACT – (R389513):

LOT 8 (11.35 ACRES), AMENDED PLAT OF TRACT 2, GABRIEL FARMS SECTION ONE AND LOT 8, GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Y, SLIDE 287, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Lara



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10QQ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Russell D. and Lisa Lewis, for 10.009 acres, more or less, of land, located on Hyview Lane. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RUSSELL D. AND LISA LEWIS, FOR 10.009 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Russell D. and Lisa Lewis, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Russell D. Lewis and Lisa Lewis** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.009 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

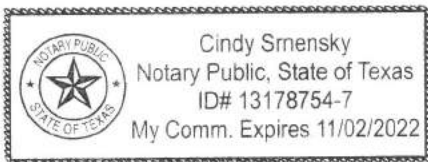
Entered into this 18th day of January, 2019.

Russell D. Lewis
Russell D. Lewis, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2019,
by Russell D. Lewis, Owner.



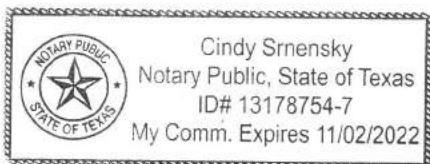
Cindy Srensky
Notary Public, State of Texas

Lisa Lewis
Lisa Lewis, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2019,
by Lisa Lewis, Owner.



Cindy Srensky
Notary Public, State of Texas

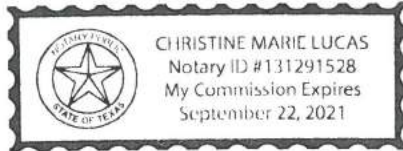


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

LEWIS TRACT – (R020450):

10.009 ACRES SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED APRIL 27, 1994 AND RECORDED AS DOCUMENT NO. 1994021420, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Lewis

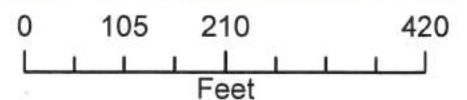


R020450
10.009 Acres

BRINDISI-PL

HYVIEW-LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10RR.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sam J. McFarlin, for 98.90 acres, more or less, of land, located at the southwest corner of CR 160 AND CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SAM J. McFARLIN, FOR 98.90 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Sam J. McFarlin, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Sam J. McFarlin** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **98.90 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

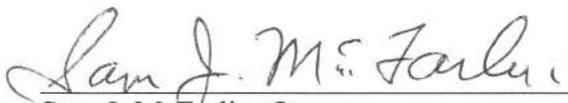
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

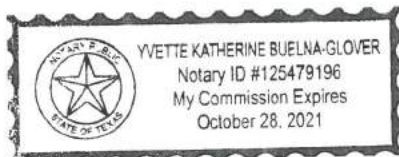
Entered into this 23rd day of January, 20 19.


Sam J. McFarlin, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 20 19, by Sam J. McFarlin, Owner.



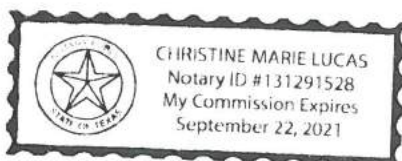

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 20 19, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

McFARLIN TRACT – (R020332):

98.90 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 13, 2005 AND RECORDED AS DOCUMENT NO. 2005087712, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

McFarlin

CR-160

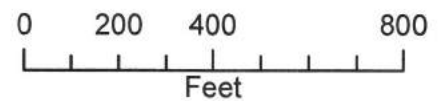
CR-369

CR-101

R020332
98.90
Acres



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10SS.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Rachele Misiti and Robert P. Wheeler, II, for 9.73 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RACHELE MISITI AND ROBERT P. WHEELER, II, FOR 9.73 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Rachele Misiti and Robert P. Wheeler, II, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Rachele Misiti and Robert P. Wheeler, II** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **9.73 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

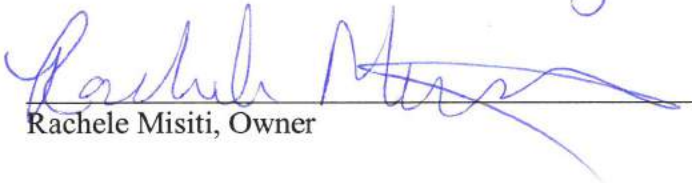
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

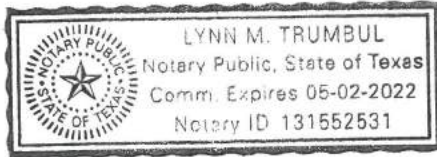
Entered into this 29 day of January, 2019.


Rachele Misiti, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of January, 2019,
by Rachele Misiti, Owner.





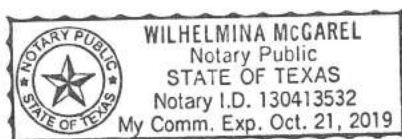
Notary Public, State of Texas


Robert P. Wheeler, II, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of JANUARY, 2019,
by Robert P. Wheeler, II, Owner.





Notary Public, State of Texas

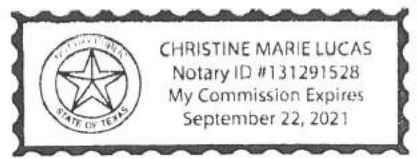


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

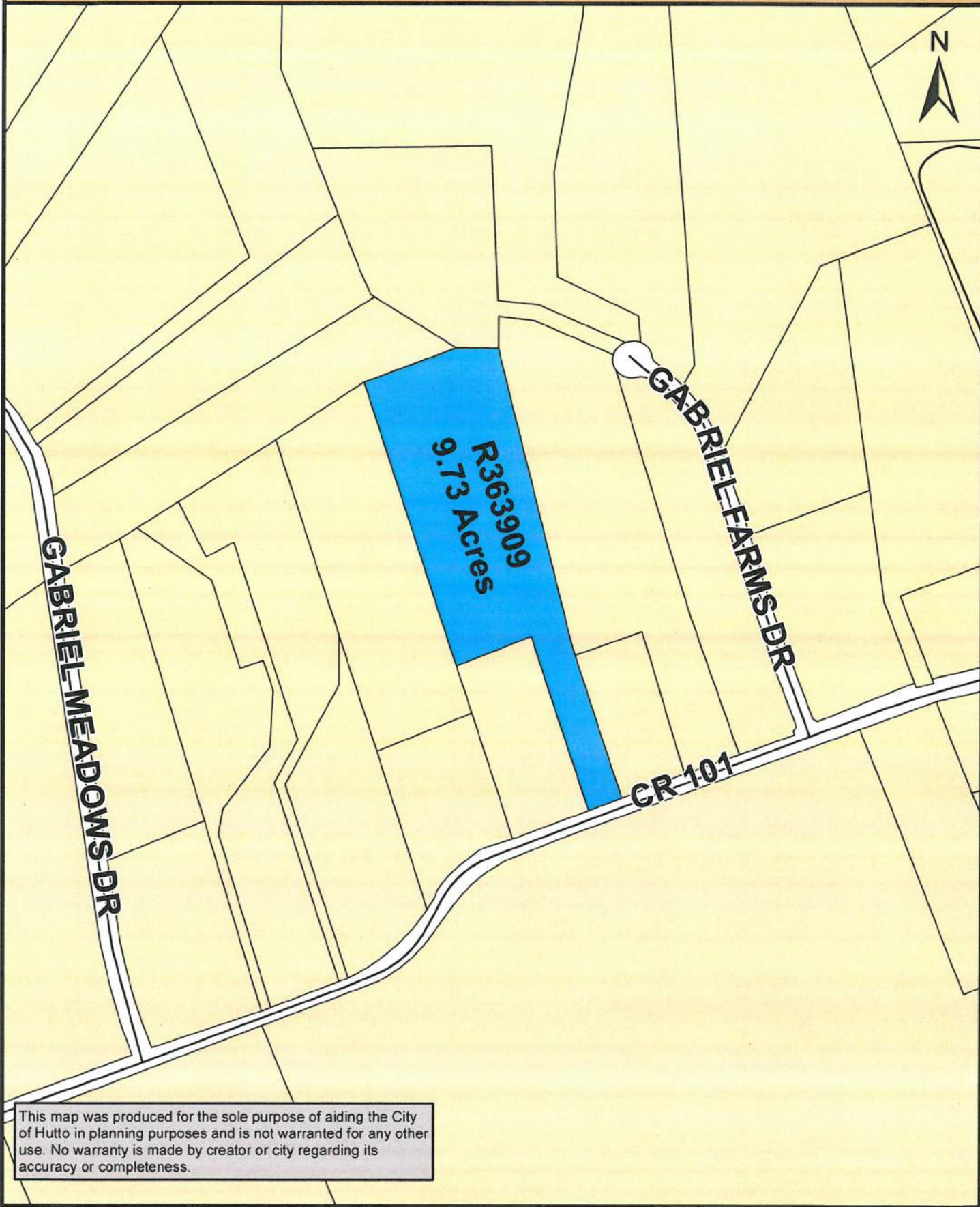
EXHIBIT "A"

LEGAL DESCRIPTION:

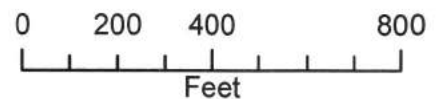
MISITI TRACT – (R363909):

9.73 ACRES SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 187, AND THE JAMES P. WARNOCK SURVEY, ABSTRACT NO. 12, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED JUNE 28, 2012 AND RECORDED AS DOCUMENT NO. 2012050220, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Misiti



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10TT.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Francisco Montalvo, for 11.266 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANCISCO MONTALVO, FOR 11.266 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Francisco Montalvo, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Francisco Montalvo** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.266 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

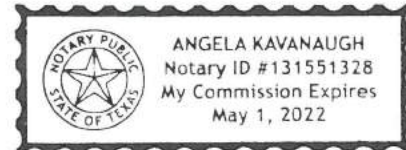
Section 15. This Agreement shall allow for the construction of one (1) residential structure.

Entered into this 7 day of January, 2019.

Francisco Montalvo
Francisco Montalvo, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7 day of January, 2019, by Francisco Montalvo, Owner.

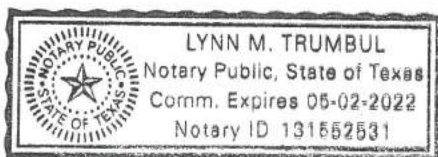
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Lynn M. Trumbul
Notary Public, State of Texas

Montalvo

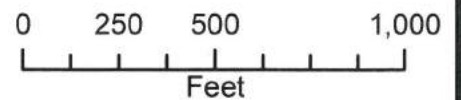


R542778
11.266 Acres

CR 101

FM
1660

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10UU.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Alma Mota, for 4.50 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALMA MOTA, FOR 4.50 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Alma Mota, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Alma Mota** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.50 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Monadale Estates at Mustang Creek Venture also filed as Document Number 1986029226, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

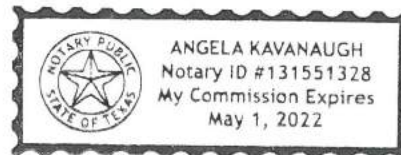
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 17 day of January, 2019.

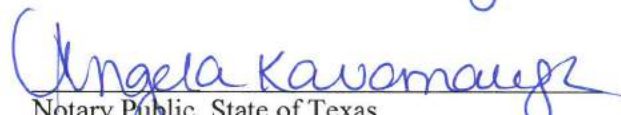

Alma Mota, Owner

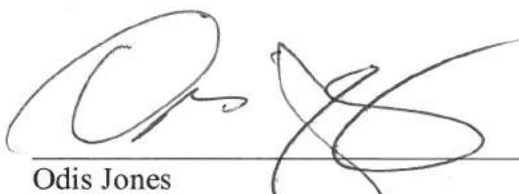


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of January, 2019, by Alma Mota, Owner.

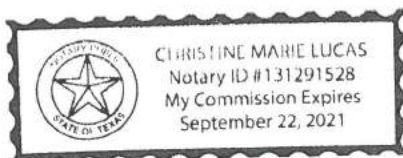

Notary Public, State of Texas


Odis Jones
City Manager, City of ~~Hutto~~, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MOTA TRACT – (R314011):

LOT 11 (4.50 ACRES), AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET I, SLIDE 263, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

Mota



CR-394

MUSTANG-DR

R314011
4.50 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10VV.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Joel D. and Hallie F. Coombs, for 20.83 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JOEL D. AND HALLIE F. COOMBS, FOR 20.83 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Joel D. and Hallie F. Coombs, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Joel D. Coombs and Hallie F. Coombs** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.83 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Gabriel Farms Subdivision also filed as Document Number 1996039571, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

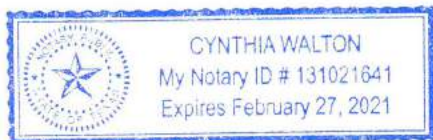
Entered into this 19th day of February, 20 19.

Joel D Coombs
Joel D. Coombs, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 19th day of February, 20 19, by Joel D. Coombs, Owner.



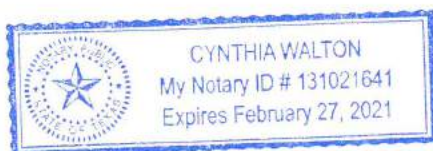
Cynthia Walton
Notary Public, State of Texas

Hallie F. Coombs
Hallie F. Coombs, Owner

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 19th day of February, 20 19 by Hallie F. Coombs, Owner.



Cynthia Walton
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

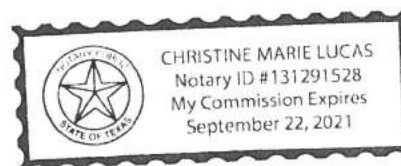


EXHIBIT "A"

LEGAL DESCRIPTION:

COOMBS TRACT – (R366360):

20.83 ACRES SITUATED IN THE JAMES P. WARNOCK SURVEY, ABSTRACT NO. 12, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED FEBRUARY 24, 1997 AND RECORDED AS DOCUMENT NO. 1997008274, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Coombs



R366360
20.83 Acres

GABRIEL MEADOWS DR

CR-101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10WW.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael W. and Cynthia A. Eckert, for 5.96 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL W. AND CYNTHIA A. ECKERT, FOR 5.96 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Michael W. and Cynthia A. Eckert, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

)

)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Michael W. Eckert and Cynthia A. Eckert** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.96 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 30 day of Jan, 20 19.

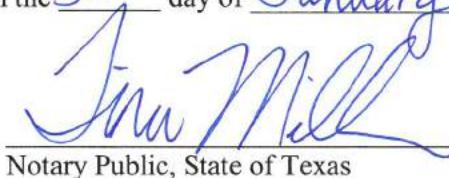
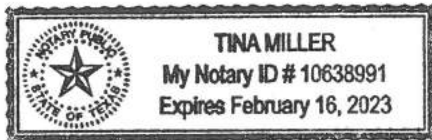


Michael W. Eckert, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 20 19,
by Michael W. Eckert, Owner.

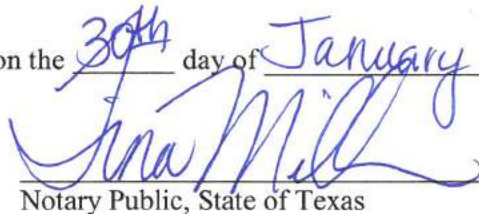
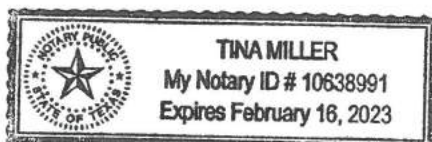

Notary Public, State of Texas

Cynthia A. Eckert, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 20 19,
by Cynthia A. Eckert, Owner.


Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ECKERT TRACT – 2 (R367641):

4.04 ACRES SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 187, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED MAY 13, 1998 AND RECORDED AS DOCUMENT NO. 1998032557, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Eckert 2

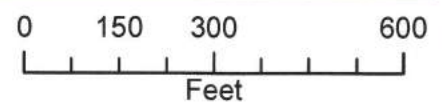


GABRIEL MEADOWS DR

R367641
4.04
Acres

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10XX.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael W. and Cynthia A. Eckert, for 4.04 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL W. AND CYNTHIA A. ECKERT, FOR 4.04 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Michael W. and Cynthia A. Eckert, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Michael W. Eckert and Cynthia A. Eckert** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.04 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 30 day of Jan, 2019.

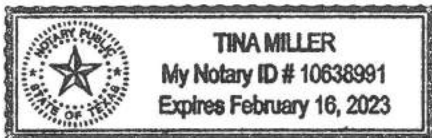


Michael W. Eckert, Owner

THE STATE OF TEXAS }

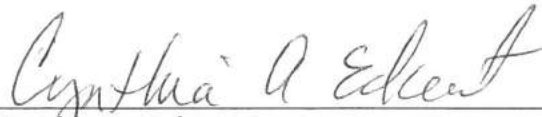
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 2019,
by Michael W. Eckert, Owner.





Notary Public, State of Texas

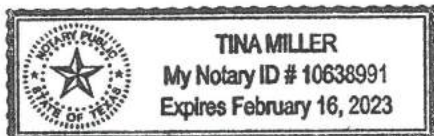


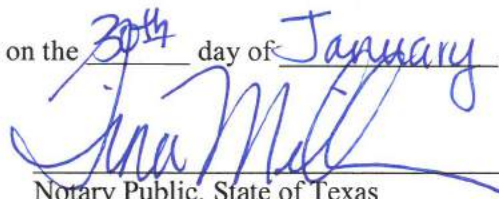
Cynthia A. Eckert, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 2019,
by Cynthia A. Eckert, Owner.

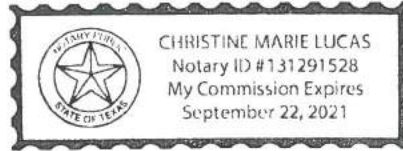




Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of March,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ECKERT TRACT – 1 (R367640):

5.96 ACRES SITUATED IN THE JAMES P. WARNOCK SURVEY, ABSTRACT NO. 12, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED MAY 13, 1998 AND RECORDED AS DOCUMENT NO. 1998032557, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Eckert 1

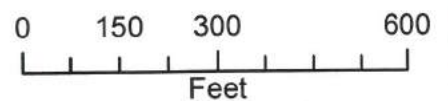


GABRIEL MEADOWS DR

R367640
5.96 Acres

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10YY.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Stephen and Donna L. Klepzig, for 38.55 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND STEPHEN AND DONNA L. KLEPZIG, FOR 38.55 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Stephen and Donna L. Klepzig, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Stephen Klepzig and Donna L. Klepzig** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **38.55 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

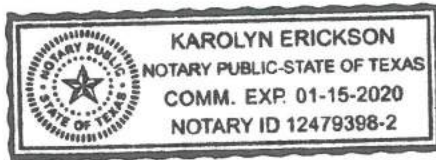
Entered into this 18 day of FEBRUARY, 2019.

Stephen Klepzig
Stephen Klepzig, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of February, 2019, by Stephen Klepzig, Owner.



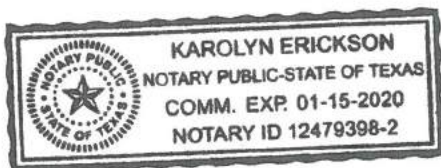
Karolyn Erickson
Notary Public, State of Texas

Donna L. Klepzig
Donna L. Klepzig, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of February, 2019, by Donna L. Klepzig, Owner.



Karolyn Erickson
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 13th day of March,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

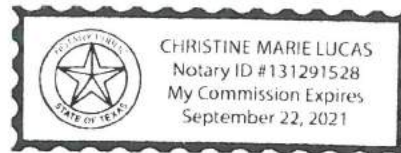


EXHIBIT "A"

LEGAL DESCRIPTION:

KLEPZIG TRACT – (R020969):

38.55 ACRES SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 25, 1994 AND RECORDED AS DOCUMENT NO. 1994053771, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Klepzig



CR-394

R020969
38.550 Acres

CR-133

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document (T:\SITE LOCATION MAPS\

2018 Site Location Maps\Annexation_Maps\

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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10ZZ.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ernie W. Laurence, Sr. and Georgette Laurence, for 22.8427 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE PEARL HANUSCH ESTATE, FOR 113.8312 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Pearl Hanusch Estate c/o Geneva Lenz, Independent Executrix** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **113.8312 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

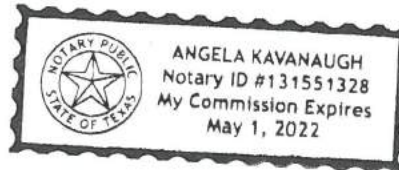
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 17 day of January, 20 19.

Geneva Lenz

Geneva Lenz, Independent Executrix
Pearl Hanusch Estate



THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 17 day of January, 2019,
by Geneva Lenz, Independent Executrix of the Pearl Hanusch Estate. ^{AK}

Angela Kavanaugh
Notary Public, State of Texas

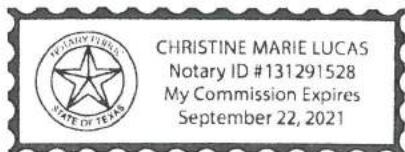
Odis Jones

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

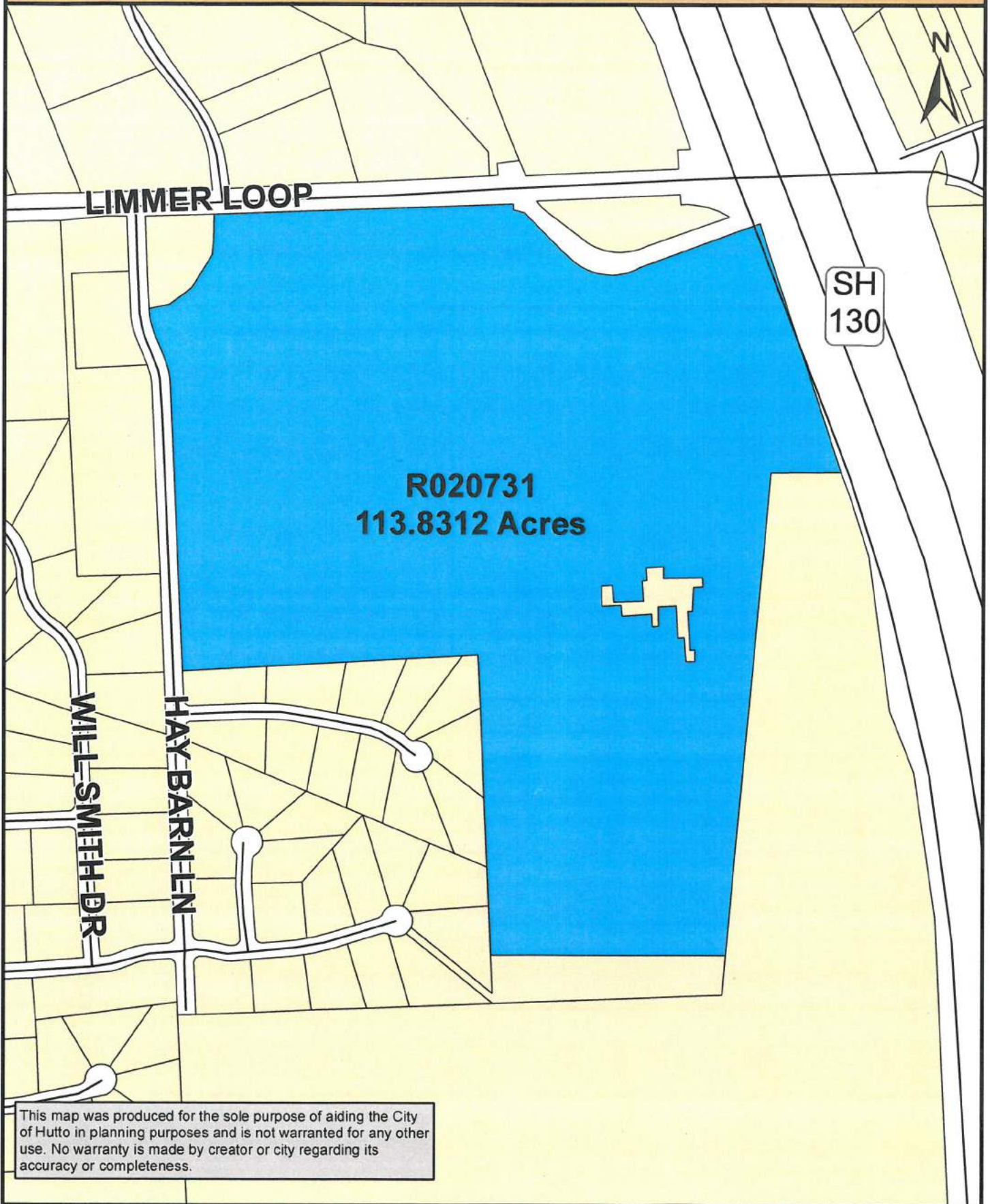
EXHIBIT "A"

LEGAL DESCRIPTION:

HANUSCH TRACT (R020731):

113.8312 ACRES OUT OF THAT CERTAIN 148.0 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 10, 1942 AND RECORDED in volume 312, page 370, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanusch



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11A.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Javier and Irma Ortega, for 4.50 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JAVIER AND IRMA ORTEGA, FOR 4.50 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Javier and Irma Ortega, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Javier Ortega and Irma Ortega** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.50 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

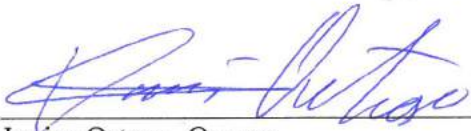
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

Entered into this 23rd day of January, 20 19.

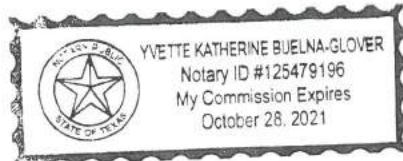


Javier Ortega, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 20 19, by Javier Ortega, Owner.





Notary Public, State of Texas

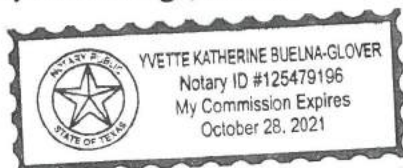


Irma Ortega, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of January, 20 19, by Irma Ortega, Owner.





Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ORTEGA TRACT - (R314010):

4.50 ACRES OF LAND, MORE OR LESS BEING LOT 10, AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GIFT DEED DATED SEPTEMBER 25, 2003, AND RECORDED AS DOCUMENT NO. 2013092784, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Ortega



CR 394

MUSTANG DR

R314010
4.50 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11B.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Neal Allan and Heather Nicole Patschke, for 5.68 acres, more or less, of land, located on CR 394. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND NEAL ALLAN AND HEATHER NICOLE PATSCHKE, FOR 5.68 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Neal Allan and Heather Nicole Patschke, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Neal Allan Patschke and Heather Nicole Patschke** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.68 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

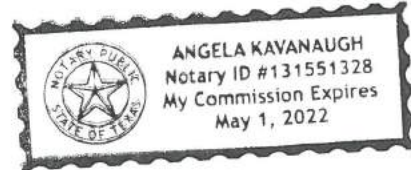
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 31 day of January, 2019.



Neal Allan Patschke, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31 day of January, 2019, by Neal Allan Patschke, Owner.


Notary Public, State of Texas



Heather Nicole Patschke, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30th day of January, 2019, by Heather Nicole Patschke, Owner.




Notary Public, State of Texas

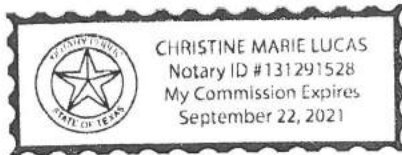


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

PATSCHKE TRACT - (R307185):

5.68 ACRES OF LAND, MORE OR LESS BEING LOT 24, AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION TWO, A SUBDIVISION LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GIFT WARRANTY DEED DATED APRIL 21, 2015, AND RECORDED AS DOCUMENT NO. 2015034551, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Patschke 3



CR-394

R307185
5.680 Acres

CR-133

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11C.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Reuben L. Patschke, for 5.0 acres, more or less, of land, located at the southeast corner of CR 394 and CR 133. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND REUBEN L. PATSCHKE, FOR 5.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Reuben L. Patschke, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Reuben L. Patschke** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **5.00 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 (garage, shed, etc.) to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

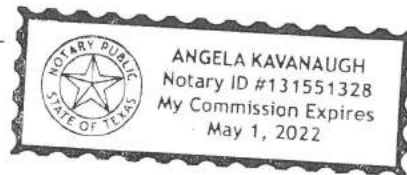
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 5 day of February, 2019.

Reuben L. Patschke
Reuben L. Patschke, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February, 2019, by Reuben L. Patschke, Owner.

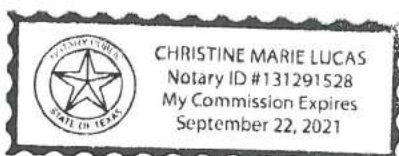
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

PATSCHKE TRACT - 1 (R307187):

5.00 ACRES OF LAND, MORE OR LESS BEING TRACT 26, MONADALE ESTATES AT MUSTANG CREEK SECTION TWO, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 5, 1993, AND RECORDED AS DOCUMENT NO. VOL. 2268 PAGE 617, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Patschke



CR-394

R307187
5 Acres

CR-133

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11D.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Reuben L. Patschke, for 3.20 acres, more or less, of land, located at the southeast corner of CR 394 and CR 133. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND REUBEN L. PATSCHKE, FOR 3.20 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Reuben L. Patschke, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Reuben L. Patschke** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **3.20 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 (garage, shed, etc.) to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

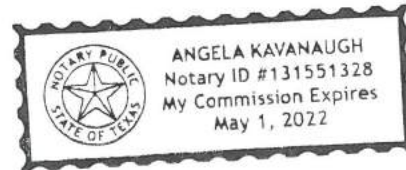
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 5 day of February, 2019.

Reuben L. Patschke
Reuben L. Patschke, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 5 day of February, 2019, by Reuben L. Patschke, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

PATSCHKE TRACT - 2 (R307186):

3.20 ACRES OF LAND, MORE OR LESS BEING LOT 25, AMENDED MONADALE ESTATES AT MUSTANG CREEK, SECTION TWO, A SUBDIVISION LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED OCTOBER 5, 1990, AND RECORDED AS DOCUMENT NO. 1990031823, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Patschke 2



CR-394

R307186
3.20 Acres

CR-133

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11E.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Federico and Rosalina Perez, for 22.85 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FEDERICO AND ROSALINA PEREZ, FOR 22.85 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Federico and Rosalina Perez, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Federico Perez and Rosalina Perez** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **22.85 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

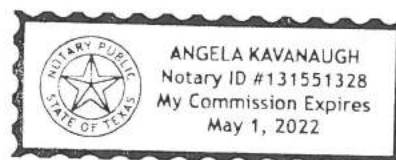
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 18 day of January, 2019.

Federico Perez
Federico Perez, Owner



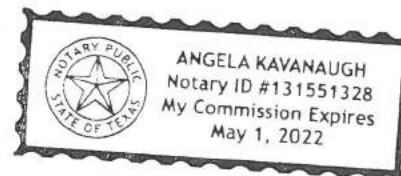
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January, 2019, by Federico Perez, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Rosalina Perez
Rosalina Perez, Owner

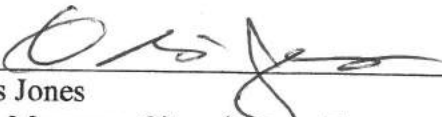


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January, 2019, by Rosalina Perez, Owner.

Angela Kavanaugh
Notary Public, State of Texas



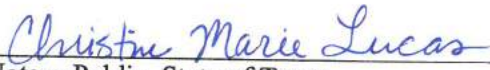
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.





Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

PEREZ TRACT - (R020966):

22.85 ACRES OF LAND, MORE OR LESS OUT OF THE JOHN THOMAS SURVEY A-610 LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 13, 2010, AND RECORDED AS DOCUMENT NO. 2010084918, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Perez

CR-368



CR-394

CR-101

R020966
22.850 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11F.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Barbara Piccinni, for 6.27 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BARBARA PICCINNI, FOR 6.27 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Barbara Piccinni, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Barbara Piccinni** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **6.27 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Gabriel Farms also filed as Document Number 1996034611, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

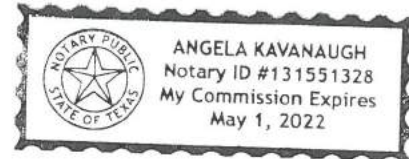
Entered into this 24 day of January, 2019.



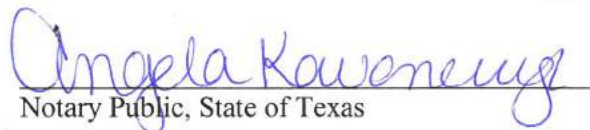
Barbara Piccinni, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 24 day of January, 2019, by Barbara Piccinni, Owner.


Notary Public, State of Texas

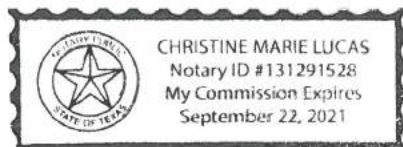


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February, 2019, by Odis Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

PICCINNI TRACT - (R367838):

6.27 ACRES OF LAND, LOT 1, GABRIEL FARMS SECTION TWO, A SUBDIVISION LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED APRIL 5, 2018, AND RECORDED AS DOCUMENT NO. 2018028631, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Piccinni



R367838
6.27
Acres

GABRIEL MEADOWS DR

GABRIEL FARMS DR

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11G.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kari Raesz, for 10.944 acres, more or less, of land, located at the southwest corner of CR 101 and CR 160. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KARI RAESZ, FOR 10.944 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Kari Raesz, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Kari Raesz** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.944 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

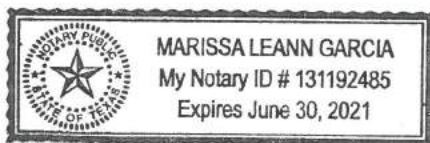
Entered into this 9 day of January, 2019.

Kari Raesz
Kari Raesz, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January, 2019, by Kari Raesz, Owner.



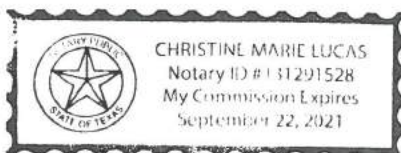
Marissa Garcia
Notary Public, State of Texas

Odus Jones
Odus Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January, 2019, by Odus Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

RAESZ TRACT - (R417792):

10.944 ACRES OF LAND, MORE OR LESS OUT OF THE PATRICKT O'DAUGHERTY SURVEY, ABSTRACT NO. 184 LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CASH WARRANTY DEED DATED NOVEMBER 15, 2010, AND RECORDED AS DOCUMENT NO. 2010079380, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Raesz 1



CR-160

CR-369

R417792
10.944
Acres

CR-101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11H.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Juneva W. Randig, for 96.0 acres, more or less, of land, located at the northwest corner of CR 101 and CR 160. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JUNEVA W. RANDIG, FOR 96.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Juneva W. Randig, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Juneva W. Randig** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **96.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

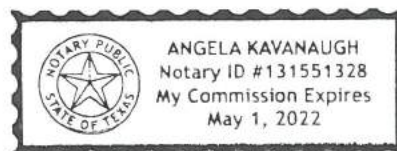
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 7 day of January, 2019.

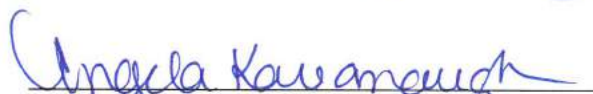

Juneva W. Randig, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7 day of January, 2019, by Juneva W. Randig, Owner.

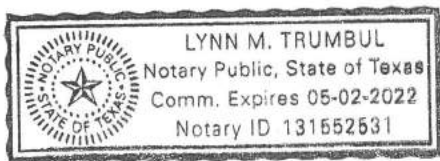

Notary Public, State of Texas


Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odie Jones, City Manager, City of Hutto, Texas.




Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

RANDIG TRACT - (R020989):

96.0 ACRES OF LAND, MORE OR LESS OF THE JOHN THOMAS SURVEY A-610 LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED SEPTEMBER 16, 2014, AND RECORDED AS DOCUMENT NO. 2014075086, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Randig



CR-101

R020989
96 Acres

CR-160

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11I.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Robert L. Randig, for 10.0 acres, more or less, of land, located on CR 160. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ROBERT L. RANDIG, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Robert L. Randig, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Robert L. Randig** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

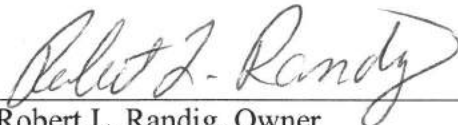
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

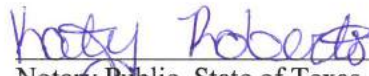
Entered into this 27 day of December, 2018.

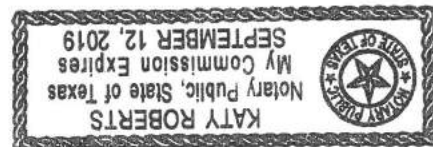

Robert L. Randig, Owner

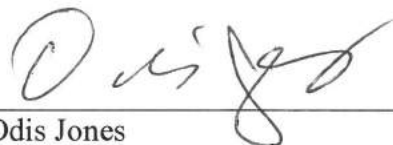
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018, by Robert L. Randig, Owner.


Katy Roberts
Notary Public, State of Texas

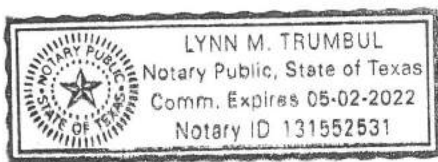



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



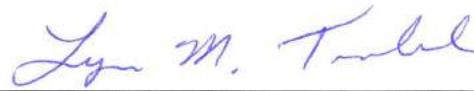

Lynn M. Trumbul
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

RANDIG TRACT - (R407795):

BEING 10.00 ACRES OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED NOVEMBER 20, 2000, AND RECORDED AS DOCUMENT NO. 2000078745, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Randig 2



CR-101

R407795
10 Acres

CR-160

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11J.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kevin P. and Joyce M. Repa, for 12.82 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KEVIN P. AND JOYCE M. REPA, FOR 12.82 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Kevin P. and Joyce M. Repa, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Kevin P. Repa and Joyce M. Repa** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **12.82 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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 single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Gabriel Farms also filed as Document Number 1996034611, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

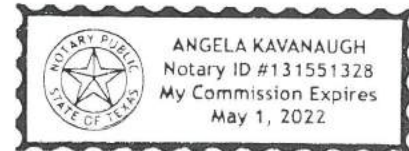
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 11 day of January, 2019.

Kevin P. Repa
Kevin P. Repa, Owner



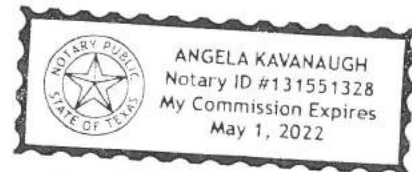
THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 11 day of January, 2019, by Kevin P. Repa, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Joyce M. Repa
Joyce M. Repa, Owner



THE STATE OF TEXAS }

COUNTY OF Williamson

This instrument was acknowledged before me on the 19 day of January, 2019, by Joyce M. Repa, Owner.

Angela Kavanaugh
Notary Public, State of Texas

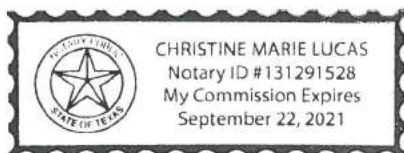


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

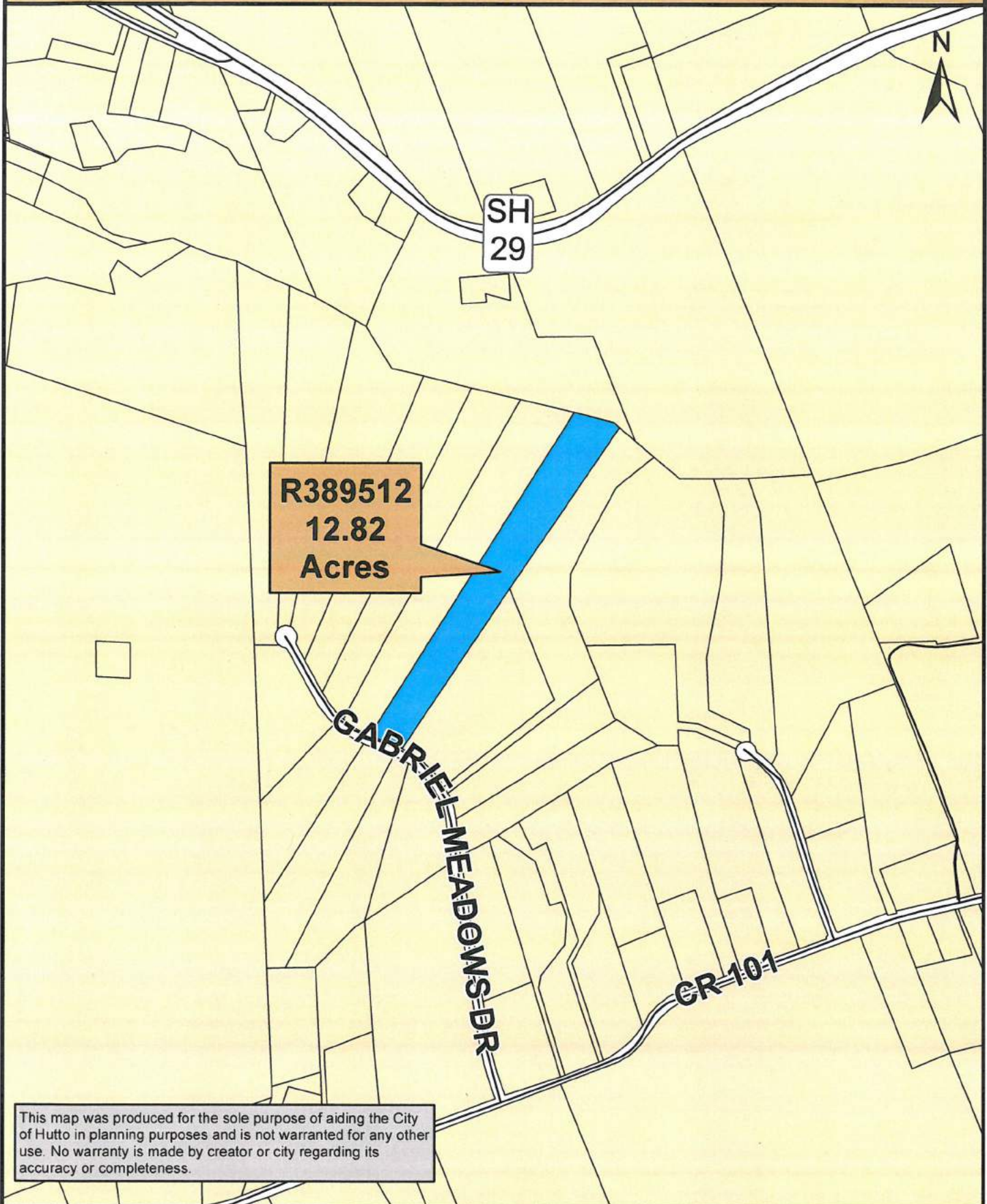
EXHIBIT "A"

LEGAL DESCRIPTION:

REPA TRACT - (R389512):

12.82 ACRES, MORE OR LESS, LOT 7, GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED OCTOBER 11, 2013, AND RECORDED AS DOCUMENT NO. 2013098443, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Repa



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11K.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gustavo and Irene Sandoval, for 12.28 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GUSTAVO AND IRENE SANDOVAL, FOR 12.28 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gustavo and Irene Sandoval, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gustavo Sandoval and Irene Hernandez Sandoval** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **12.28 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

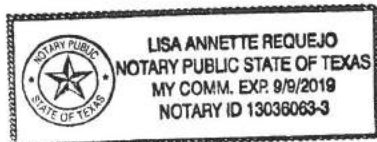
Entered into this 31st day of January, 2019.

[Signature]
Gustavo Sandoval, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31st day of January, 2019, by Gustavo Sandoval, Owner.



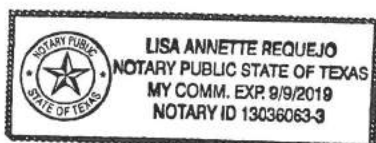
[Signature]
Notary Public, State of Texas

[Signature]
Irene Hernandez Sandoval, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 31st day of January, 2019, by Irene Hernandez Sandoval, Owner.



[Signature]
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

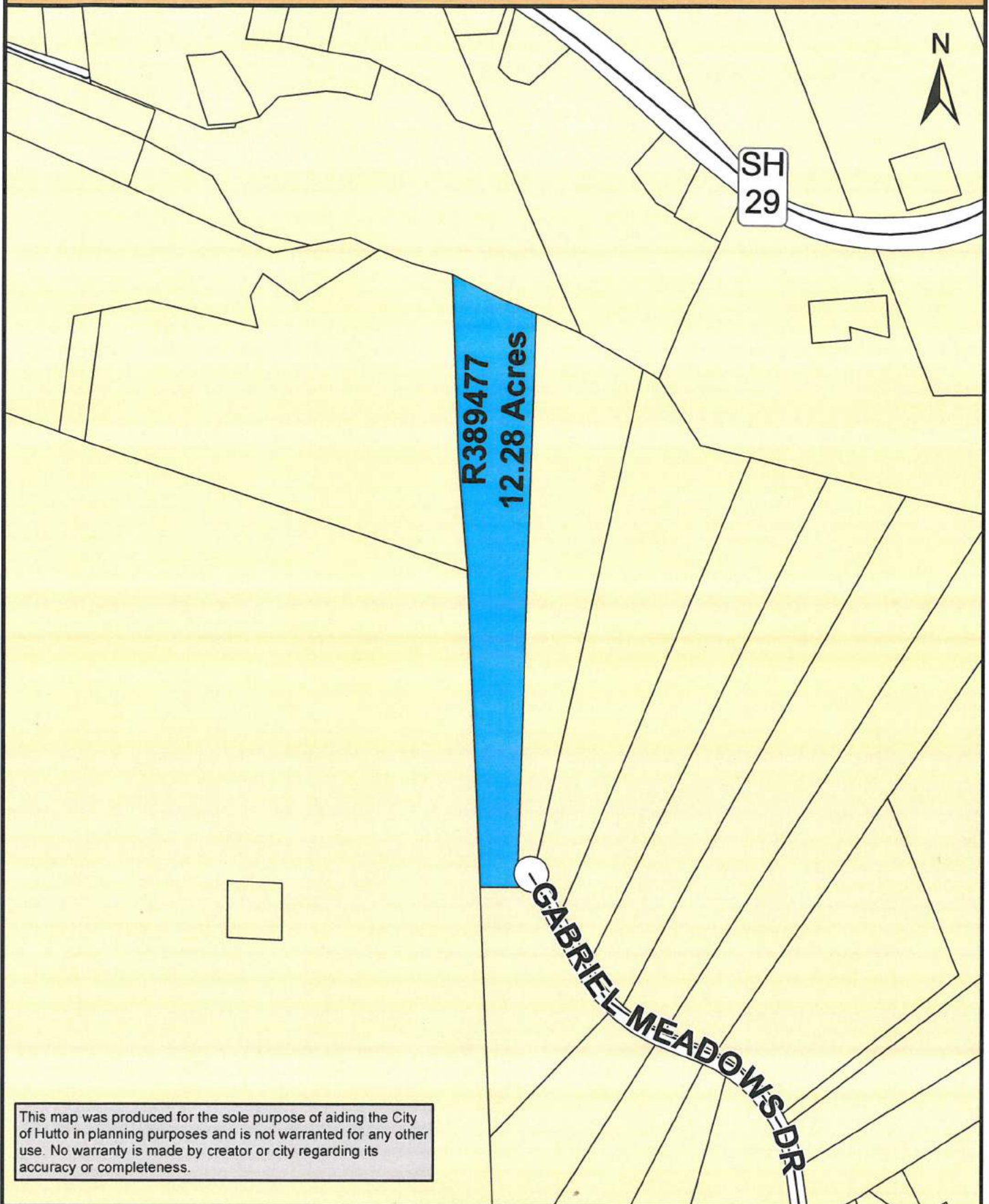
EXHIBIT "A"

LEGAL DESCRIPTION:

SANDOVAL TRACT - (R389477):

LOT 1 (12.28 ACRES), GABRIEL FARMS, SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET Q, SLIDE 369, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; AND CORRECTED IN DOCUMENT NO. 199963125, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Sandoval



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11L.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 6.0 acres, more or less, of land, located on Scurlock Farms Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DANIEL ROBERT AND SHERON ANN THWEATT SCURLOCK, FOR 6.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Daniel Robert Scurlock and Sheron Ann Thweatt Scurlock** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **6.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 23rd day of January, 2019.



Daniel Robert Scurlock, Owner

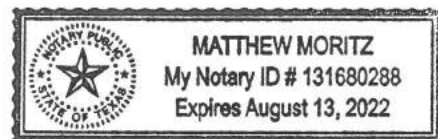
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Daniel Robert Scurlock, Owner.



Notary Public, State of Texas


Sheron Ann Thweatt Scurlock, Owner

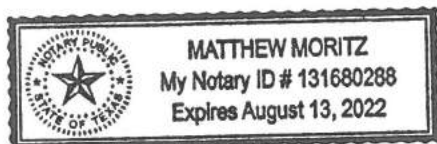
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Sheron Ann Thweatt Scurlock, Owner.



Notary Public, State of Texas



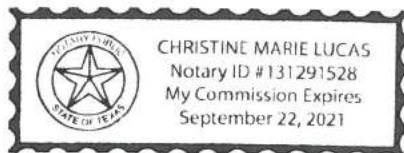


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SCURLOCK TRACT – 1 (R020530):

6.0 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DISTRIBUTION DEED DATED SEPTEMBER 12, 2011 AND RECORDED AS DOCUMENT NO. 2011065011, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Scurlock 1



CR-130

R020530
6 Acres

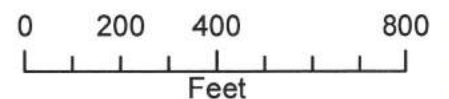
SCURLOCK FARMS RD

COURTNEES WAY

STEPHANIE CV

CODY LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11M.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 34.552 acres, more or less, of land, located on Scurlock Farms Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DANIEL ROBERT AND SHERON ANN THWEATT SCURLOCK, FOR 34.552 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Daniel Robert Scurlock and Sheron Ann Thweatt Scurlock** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **34.552 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

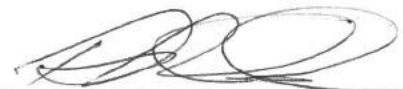
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

Entered into this 23rd day of January, 2019.



Daniel Robert Scurlock, Owner

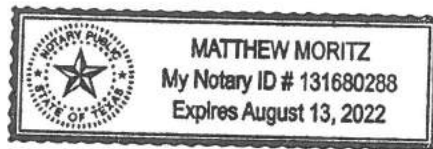
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Daniel Robert Scurlock, Owner.



Notary Public, State of Texas



Sheron Ann Thweatt Scurlock, Owner

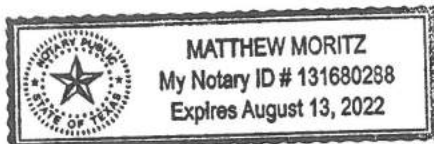
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Sheron Ann Thweatt Scurlock, Owner.



Notary Public, State of Texas



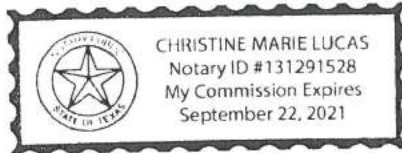


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

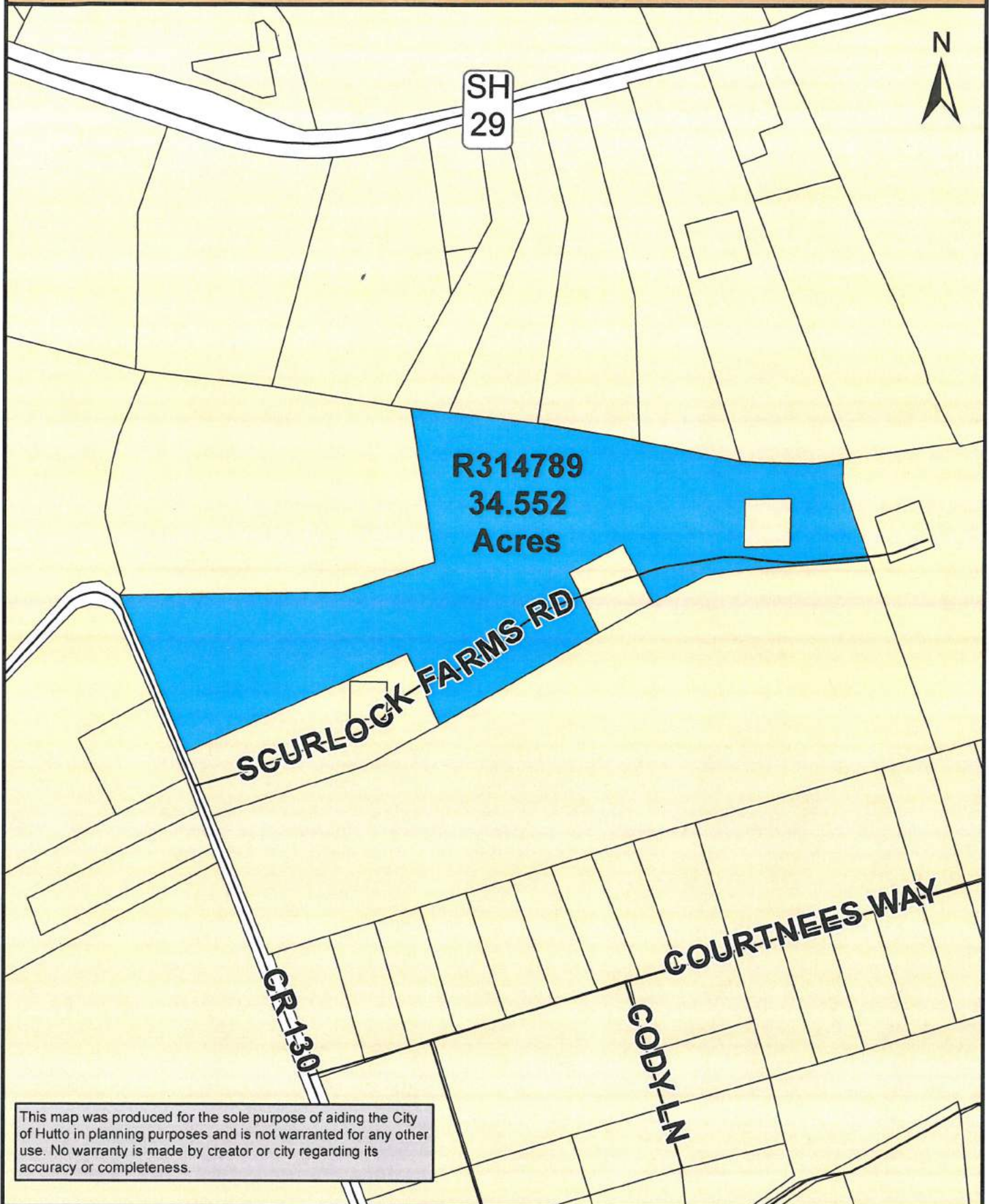
EXHIBIT "A"

LEGAL DESCRIPTION:

SCURLOCK TRACT – 2 (R314789):

34.552 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 31, 1987 AND IN WARRANTY DEED DATED DECEMBER 29, 1988 RECORDED AS DOCUMENT NO. 1988039373, AND IN WARRANTY DEED DATED FEBRUARY 10, 1989 RECORDED AS DOCUMENT NO. 1989005771, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Scurlock 2



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11N.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 45.613 acres, more or less, of land, located on CR 130. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DANIEL ROBERT AND SHERON ANN THWEATT SCURLOCK, FOR 45.613 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Daniel Robert Scurlock and Sheron Ann Thweatt Scurlock** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **45.613 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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,

or one additional single family home on the tract, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

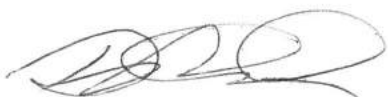
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

Entered into this 23rd day of January, 2019.



Daniel Robert Scurlock, Owner

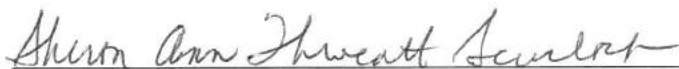
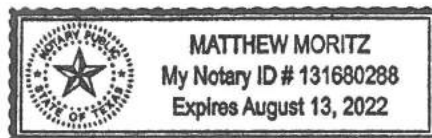
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019, by Daniel Robert Scurlock, Owner.



Notary Public, State of Texas



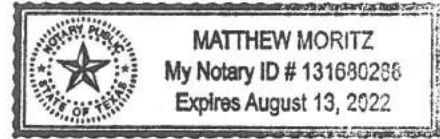
Sheron Ann Thweatt Scurlock, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 20 19,
by Sheron Ann Thweatt Scurlock, Owner.

Matthew Moritz
Notary Public, State of Texas

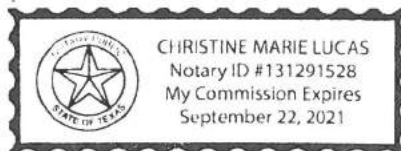


Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SCURLOCK TRACT – 3 (R406370):

45.613 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 29, 1997 RECORDED AS DOCUMENT NO. 2000072411, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Scurlock 3



SCURLOCK FARMS RD

R406370
45.613
Acres

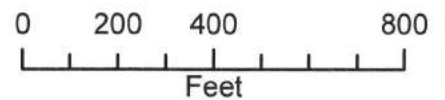
CR-130

COURTNEES WAY

GODX LN

HOMESTEAD LN

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 110.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for 58.81 acres, more or less, of land, located on Scurlock Farms Road. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council".

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DANIEL ROBERT AND SHERON ANN THWEATT SCURLOCK, FOR 58.81 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Daniel Robert and Sheron Ann Thweatt Scurlock, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Daniel Robert Scurlock and Sheron Ann Thweatt Scurlock** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **58.81 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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,

or one additional single family home on the tract, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 23rd day of January, 2019.



Daniel Robert Scurlock, Owner

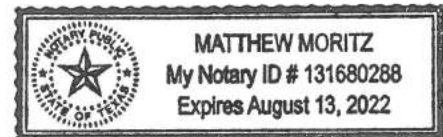
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Daniel Robert Scurlock, Owner.

Notary Public, State of Texas





Sheron Ann Thweatt Scurlock, Owner

THE STATE OF TEXAS }

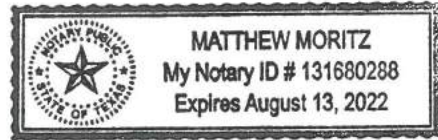
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 20 19,
by Sheron Ann Thweatt Scurlock, Owner.

Matthew Moritz

Notary Public, State of Texas

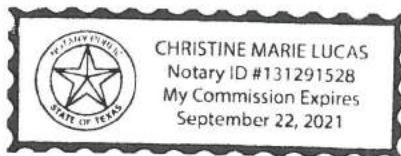
Odis Jones
Odis Jones
City Manager, City of Hutto, Texas



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

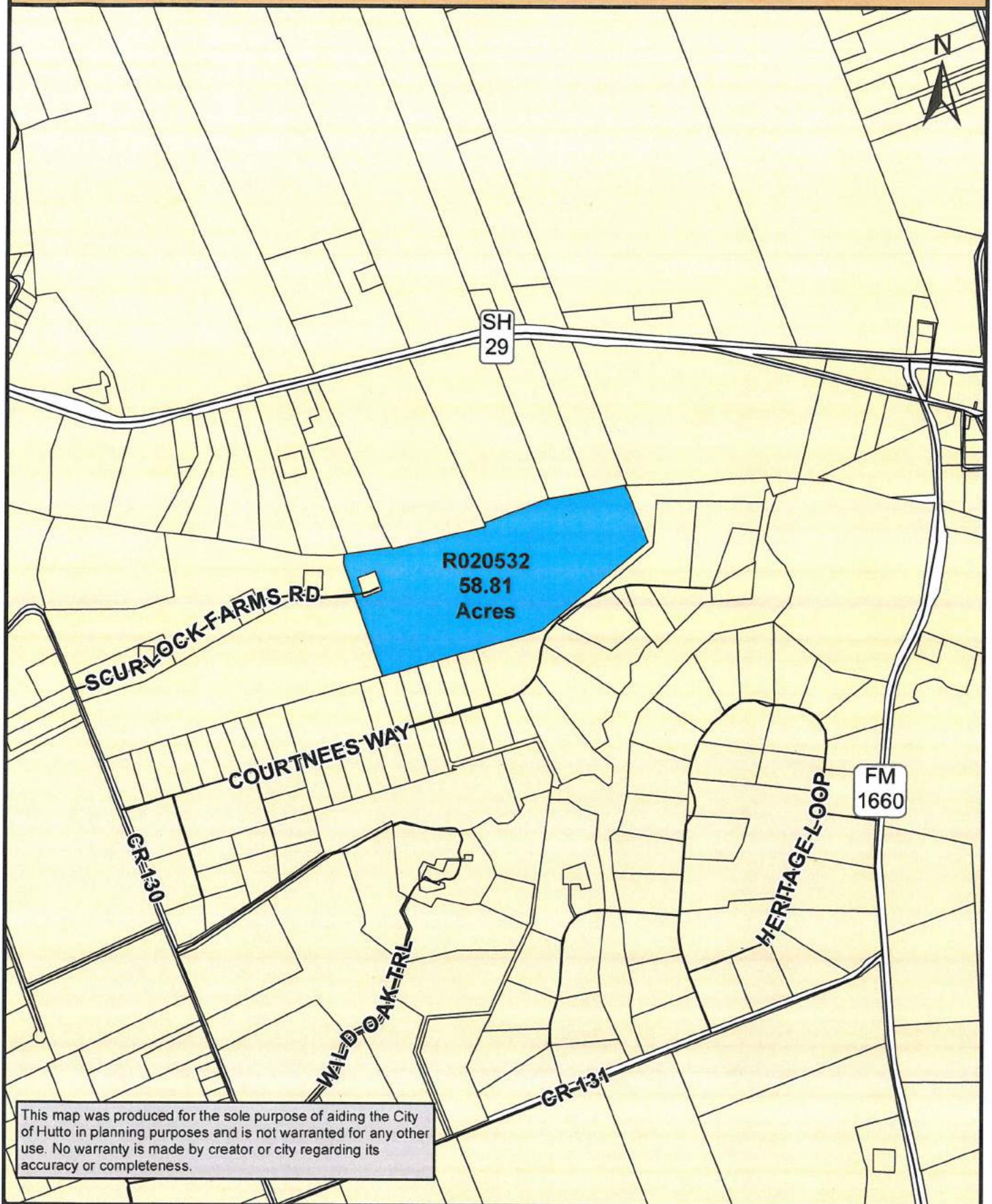
EXHIBIT "A"

LEGAL DESCRIPTION:

SCURLOCK TRACT – 4 (R020532):

58.81 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CASH WARRANTY DEED DATED MARCH 28, 2013 RECORDED AS DOCUMENT NO. 2013028453, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Scurlock 4



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11P.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Sheron Ann Thweatt Scurlock, Trustee, for 20.03 acres, more or less, of land, located on CR 130. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SHERON ANN THWEATT SCURLOCK, TRUSTEE, FOR 20.03 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Sheron Ann Thweatt Scurlock, Trustee, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Sharon Ann Thweatt Scurlock, Trustee** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.03 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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.

or one additional single family home on the tract, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 a single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 23 day of January, 2019.

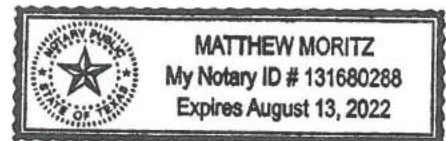
Sheron Ann Thweatt Scurlock, Trustee, Owner
Sheron Ann Thweatt Scurlock, Trustee, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23 day of January, 2019,
by Sheron Ann Thweatt Scurlock, Trustee, Owner.

Matthew Moritz
Notary Public, State of Texas



Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas

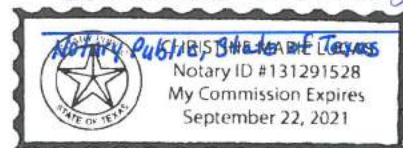


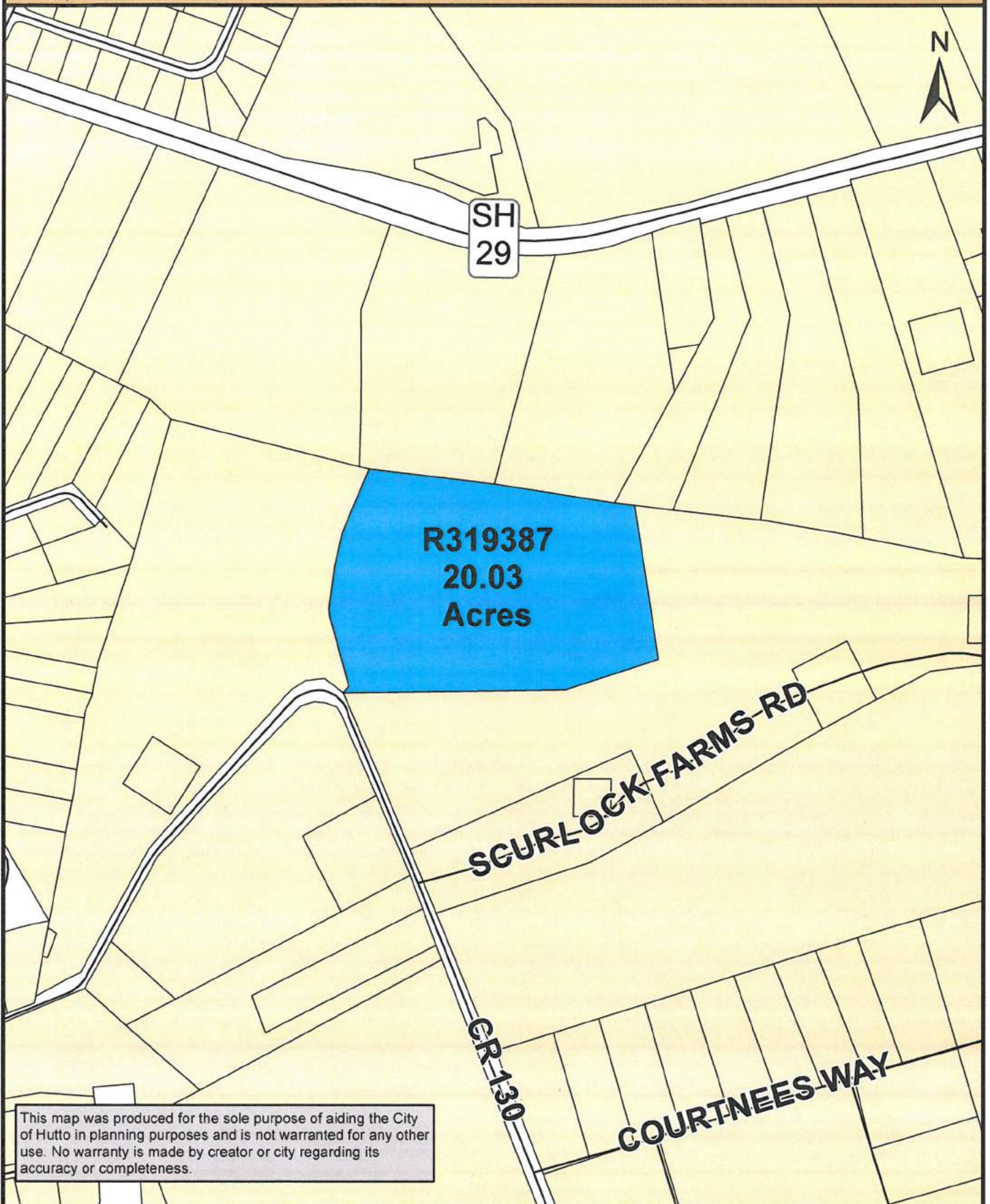
EXHIBIT "A"

LEGAL DESCRIPTION:

SCURLOCK TRACT – 5 (R319387):

20.03 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DISTRIBUTION DEED DATED SEPTEMBER 12, 2011 RECORDED AS DOCUMENT NO. 2011065010, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Scurlock 5



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11Q.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Gary O. and Donna K. Sills, for 11.18 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GARY O. AND DONNA K. SILLS, FOR 11.18 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Gary O. and Donna K. Sills, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Gary O. Sills and Donna K. Sills** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **11.18 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 30 day of January, 2019.

Gary O. Sills, Owner

Deceased

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019,
by Gary O. Sills, Owner.

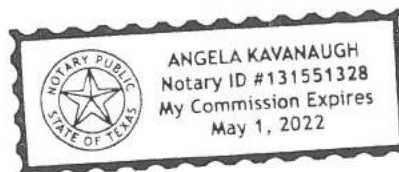
Notary Public, State of Texas

Donna K. Sills
Donna K. Sills, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 30 day of January, 2019,
by Donna K. Sills, Owner.



Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SILLS TRACT - (R389514):

11.18 ACRES, MORE OF LESS, OF LAND, LOT 9, GABRIEL FARMS SECTION 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED APRIL 22, 2004, AND RECORDED AS DOCUMENT NO. 2004031220, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Sills

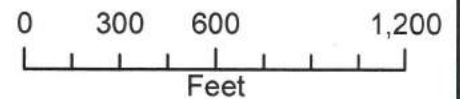


R389514
11.18 Acres

GABRIEL MEADOWS DR

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11R.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Barry W. and Denise Y. Taylor, for 10.72 acres, more or less, of land, located on Gabriel Farms Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND BARRY W. AND DENISE Y. TAYLOR, FOR 10.72 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Barry W. and Denise Y. Taylor, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Barry W. Taylor and Denise Y. Taylor** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.72 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

Entered into this 29 day of JANUARY, 20 19.



Barry W. Taylor, Owner

THE STATE OF TEXAS }

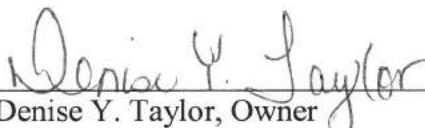
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29 day of January, 20 19, by Barry W. Taylor, Owner.





Notary Public, State of Texas



Denise Y. Taylor, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29 day of January, 20 19, by Denise Y. Taylor, Owner.





Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

TAYLOR TRACT - (R368456):

10.72 ACRES, MORE OF LESS, OF LAND, TRACT 3 GABRIEL FARMS SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED JUNE 5, 1997 AND RECORDED AS DOCUMENT NO. 1997026031, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Taylor



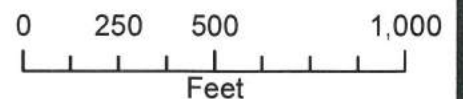
R368456
10.72 Acres

LAUREL CREEK

GABRIEL
FARMS DR

CR 101

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11S.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Aaron and Brenda Thomison, for 52.62 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND AARON AND BRENDA THOMISON, FOR 52.62 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Aaron and Brenda Thomison, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Aaron Thomison and Brenda Thomison** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **52.62 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

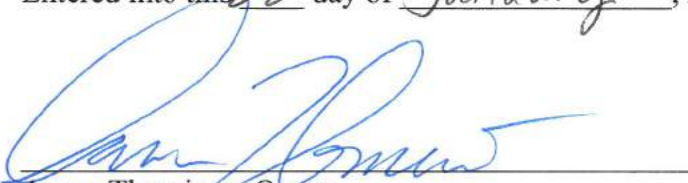
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

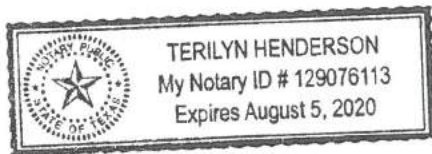
Entered into this 22 day of January, 2019.


Aaron Thomison, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22 day of January, 2019, by Aaron Thomison, Owner.



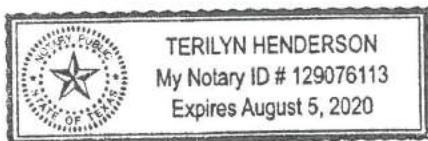

Notary Public, State of Texas


Brenda Thomison, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 22 day of January, 2019, by Brenda Thomison, Owner.




Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

THOMISON TRACT - (R020313):

52.62 ACRES, SITUATED IN THE PATRCK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, WILLIAMSON COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED JANUARY 9, 2018 AND RECORDED AS DOCUMENT NO. 2018002933, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Thomison

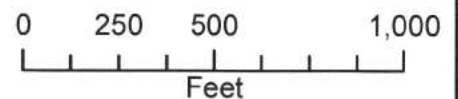


CR 133

R020313
52.62
Acres

CR 132

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11T.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Clara Urban, for 9.85 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND CLARA URBAN, FOR 9.85 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Clara Urban, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Clara Urban** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **9.85 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

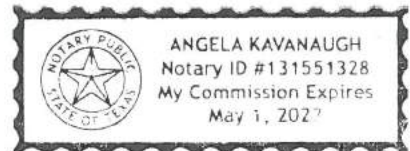
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 16 day of January, 2019.

Clara Urban
Clara Urban, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 16 day of January, 2019,
by Clara Urban, Owner.

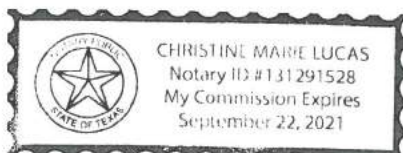
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

URBAN TRACT – (R313981):

TRACTS 1 AND 2 (9.85 ACRES), AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET I, SLIDE 263-265, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Urban



CR-394

R313981
9.85 Acres

MUSTANG-DR

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11U.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jim and Darlena Walker, for 10.0 acres, more or less, of land, located on Hyview Lane. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JIM AND DARLENA WALKER, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Jim and Darlena Walker, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Jim Walker and Darlena Walker** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.0 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

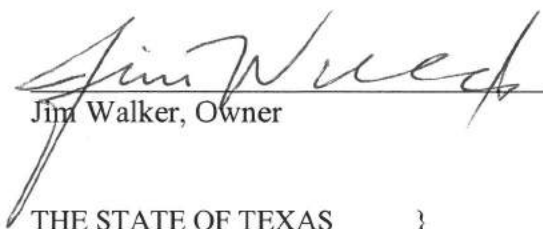
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson 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.

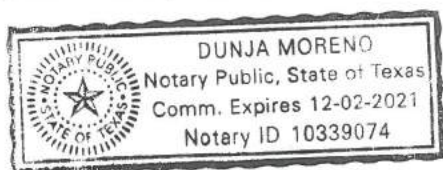
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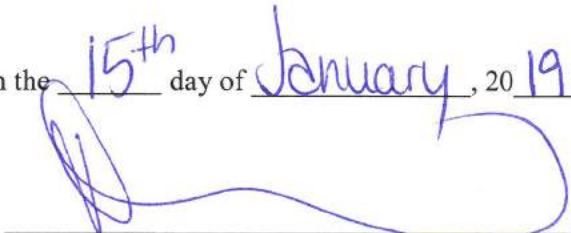

Jim Walker, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 15th day of January, 20 19,
by Jim Walker, Owner.



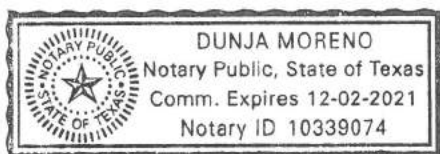

Notary Public, State of Texas

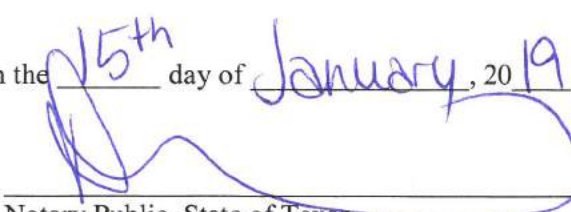

Darlena Walker, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 15th day of January, 20 19,
by Darlena Walker, Owner.




Notary Public, State of Texas

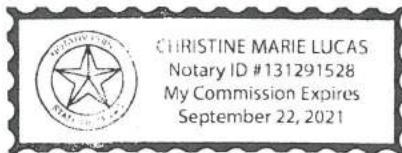


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24th day of January,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

WALKER TRACT - (R020452):

10.0 ACRES SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 26, 1997 AND RECORDED AS DOCUMENT NO. 1997014372, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Walker



GETTONE TER

R020452
10 Acres

HYVIEW LN

LEONARDO DR

CARRARA PASS

BRINDISI PL

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11V.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Kellie Christine Warren, for 10.0 acres, more or less, of land, located on CR 131. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KELLIE CHRISTINE WARREN, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Kellie Christine Warren, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Kellie Christine Warren** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 (e.g. garage, storage shed, deck, and other similar structures) to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

~~401 West Front Street~~

~~Hutto, Texas 78634~~

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

~~Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.~~

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.

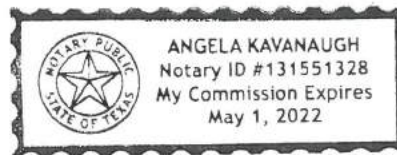
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 24 day of January, 2019.

Kellie Christine Warren
Kellie Christine Warren, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24 day of January, 2019,
by Kellie Christne Warren, Owner.

Angela Kavanaugh
Notary Public, State of Texas

~~Odis Jones
City Manager, City of Hutto, Texas~~

~~THE STATE OF TEXAS }~~

~~COUNTY OF WILLIAMSON }~~

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 Williamson 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.

Entered into this ____ day of _____, 20____.

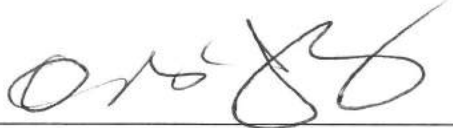
Kellie Christine Warren, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the ____ day of _____, 20____,
by Kellie Christine Warren, Owner.

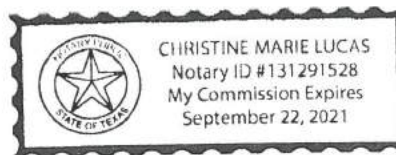
Notary Public, State of Texas



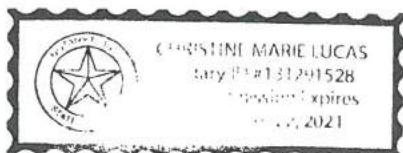
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 4th day of February,
20____, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

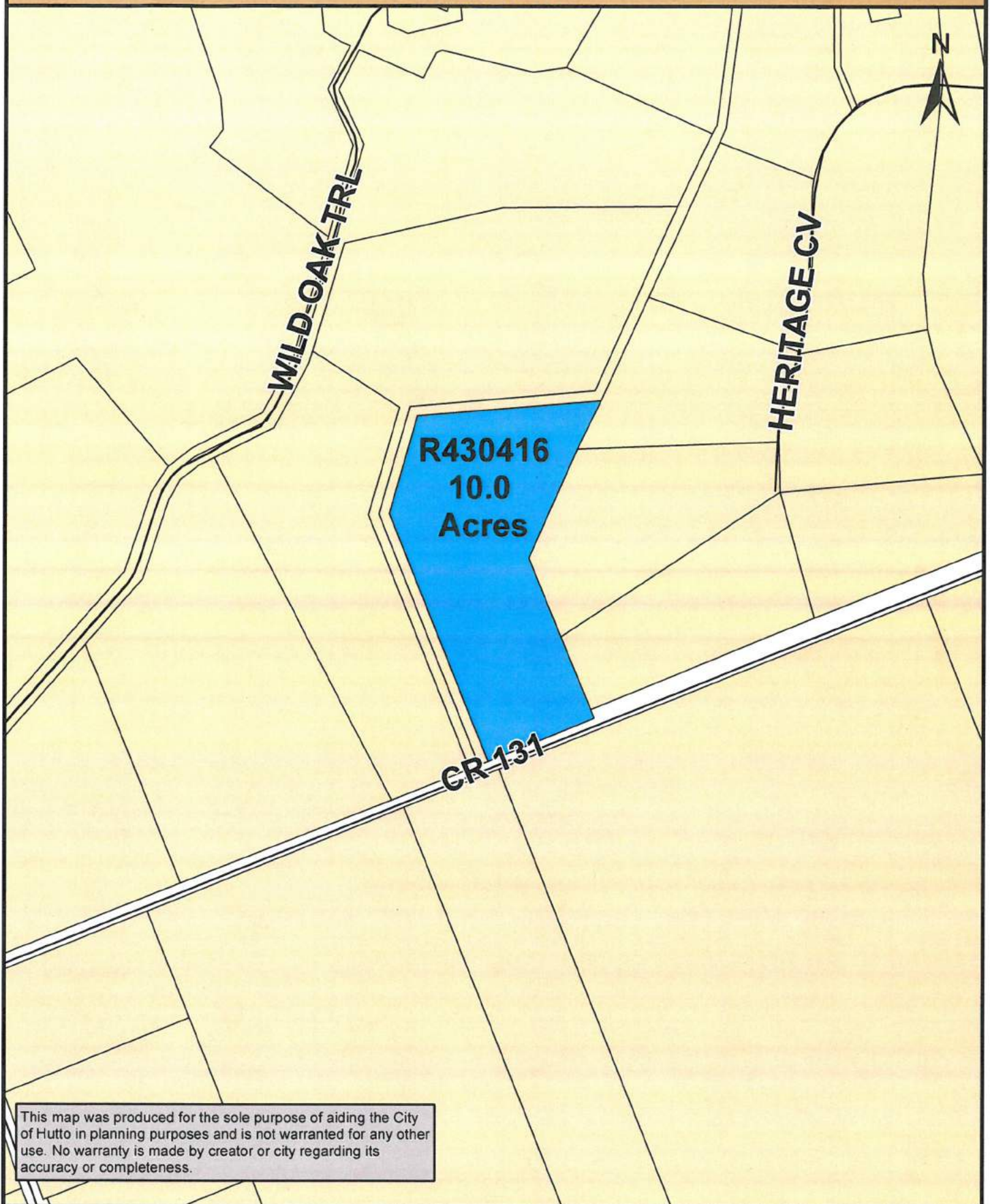
EXHIBIT "A"

LEGAL DESCRIPTION:

WARREN TRACT - (R430416):

10.0 ACRES SITUATED IN THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED JUNE 16, 2016 AND RECORDED AS DOCUMENT NO. 2016061845, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Warren



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11W.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Don L. and Gladys O. Weiss, for 10.0 acres, more or less, of land, located on Mustang Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND DON L. AND GLADYS O. WEISS, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Don L. and Gladys O. Weiss, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Don L. Weiss and Gladys O. Weiss** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

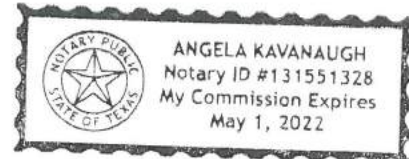
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 24 day of January, 2019.

Don L. Weiss

Don L. Weiss, Owner



THE STATE OF TEXAS }

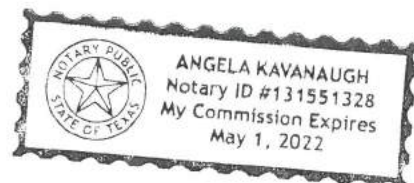
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24 day of January, 2019, by Don L. Weiss, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Gladys O. Weiss

Gladys O. Weiss, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 24 day of January, 2019, by Gladys O. Weiss, Owner.

Angela Kavanaugh
Notary Public, State of Texas

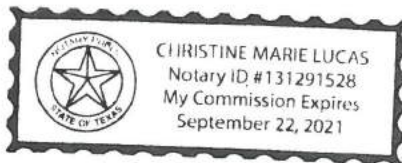


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

WEISS TRACT - (R313994):

LOT 5, AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDNG TO THE MAP OR PLAT OF RECORD IN CABINET I, SLIDE 263, PLAT RECORDS OF WILLIAMSON COUNTY, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED DECEMBER 15, 2017 AND RECORDED AS DOCUMENT NO. 2017115363, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Weiss

CR-394

MUSTANG-DR



R313994
10 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11X.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Morgan R. and Teresa Wendland, for 1.54 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MORGAN R. AND TERESA WENDLAND, FOR 1.54 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Morgan R. and Teresa Wendland, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Morgan R. Wendland and Teresa Wendland** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **1.54 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

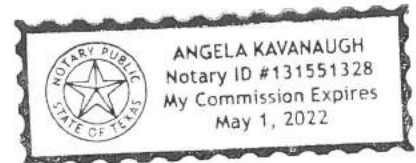
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 14 day of January, 2019.

Morgan R. Wendland
Morgan R. Wendland, Owner



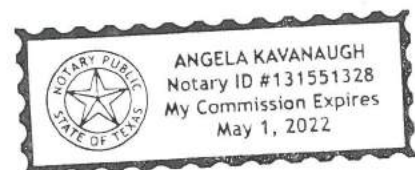
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January, 2019,
by Morgan R. Wendland, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Teresa Wendland
Teresa Wendland, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January, 2019,
by Teresa Wendland, Owner.

Angela Kavanaugh
Notary Public, State of Texas

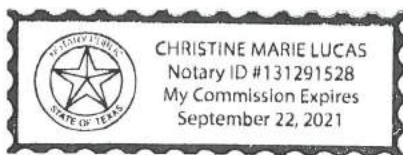
[Handwritten Signature]

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

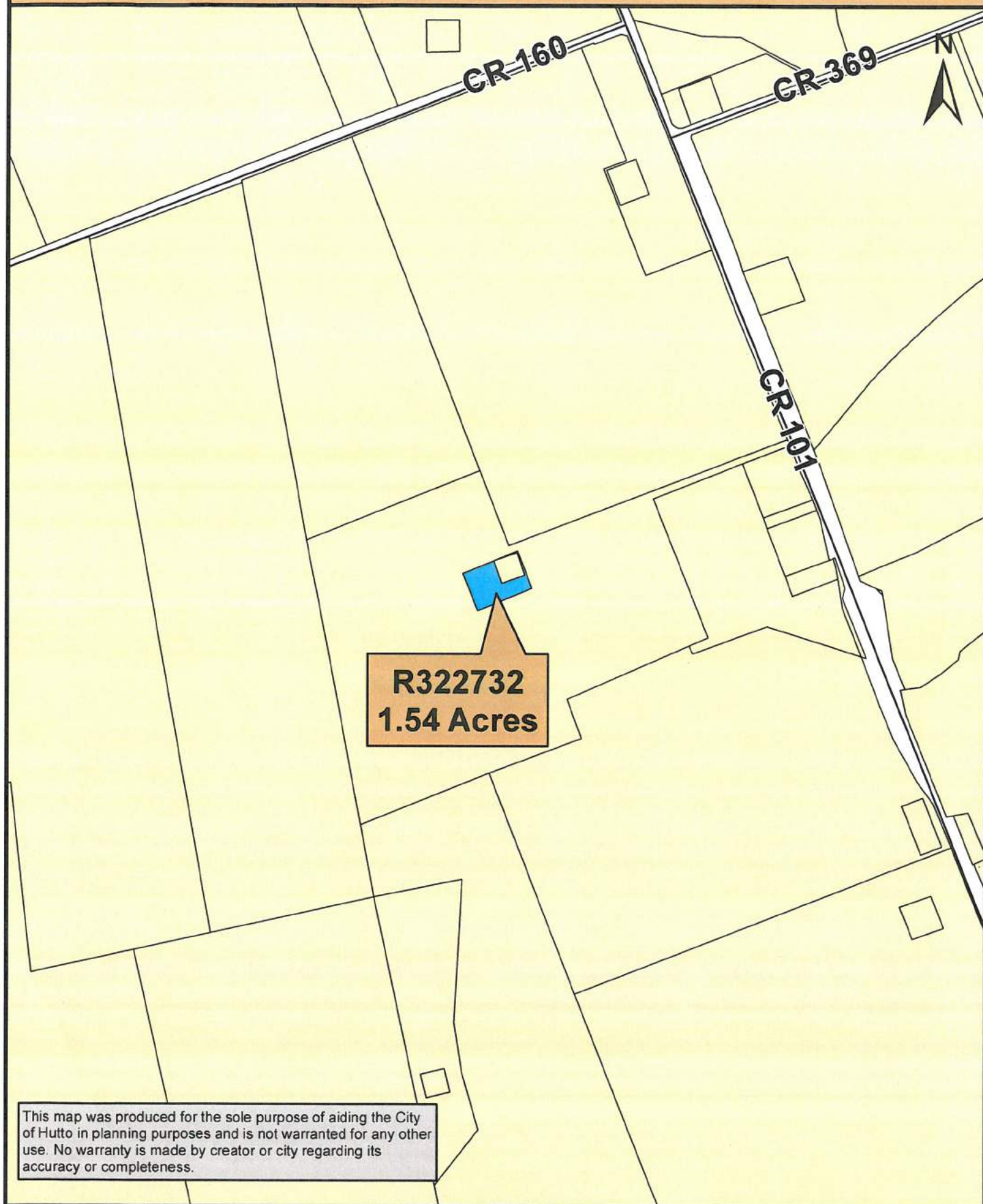
EXHIBIT "A"

LEGAL DESCRIPTION:

WENDLAND TRACT – 2 (R322732):

BEING 1.54 ACES OUT OF A 2.04 ACRE TRACT OF LAND SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 62.41 ACRE TRACT OF LAND CONVEYED BY DEED TO CHARLIE WENDLAND AND WIFE, MILDRED WENDLAND, AS RECORDED IN VOLUME 597, PAGE 139, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

Wendland 2



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11Y.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Morgan R. Wendland, for 71.37 acres, more or less, of land, located on CR 101. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MORGAN R. WENDLAND, FOR 71.37 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Morgan R. Wendland, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Morgan R. Wendland** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **71.37 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

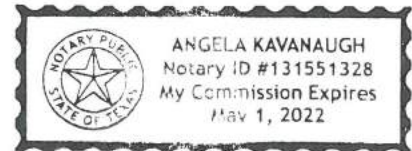
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 14 day of January, 2019.

Morgan R. Wendland
Morgan R. Wendland, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of January, 2019, by Morgan R. Wendland, Owner.

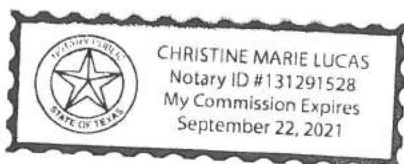
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of January, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

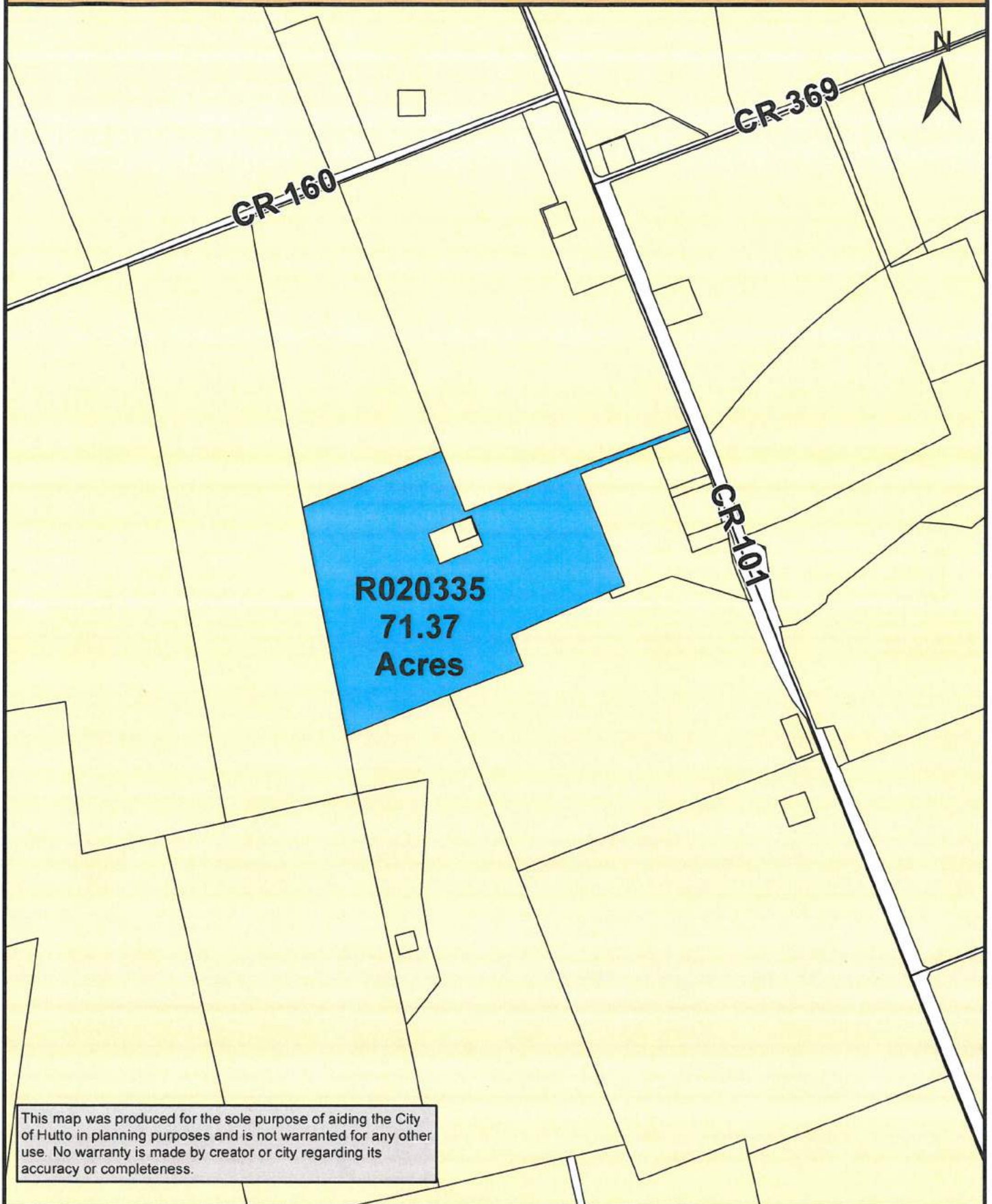
EXHIBIT "A"

LEGAL DESCRIPTION:

WENDLAND TRACT – 1 (R020335):

71.37 ACRES SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 20, 2012 AND RECORDED AS DOCUMENT NO. 2012097716, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Wendland 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11Z.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Melanie K. and Joe B. Worsham, II, for 8.393 acres, more or less, of land, located on Courtnees Way. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MELANIE K. AND JOE B. WORSHAM, II, FOR 8.393 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Melanie K. and Joe B. Worsham, II, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Melanie K. Worsham and Joe B. Worsham, II** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.393 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 a garage for storage of equipment or RVs, a second residential structure, and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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.

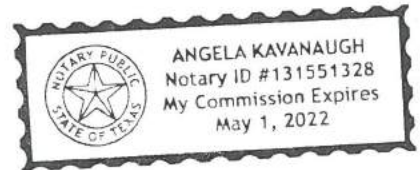
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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.

Entered into this 29 day of January, 2019.

Melanie K. Worsham
Melanie K. Worsham, Owner



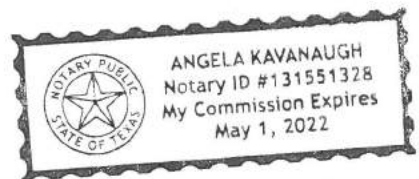
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29 day of January, 2019, by Melanie K. Worsham, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Joe B. Worsham II
Joe B. Worsham II, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29 day of January, 2019, by Joe B. Worsham, II, Owner.

Angela Kavanaugh
Notary Public, State of Texas

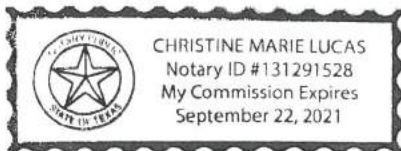


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of February,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

WORSHAM TRACT - (R406924):

8.393 ACRES BEING LOTS 62 AND 63, SAN GABRIEL RIVER ESTATES SECTION THREE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET T, SLIDE 28, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS , BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED FEBRUARY 16, 2006 AND RECORDED AS DOCUMENT NO. 2006013508, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Worsham



SH
29

OLD HWY 29

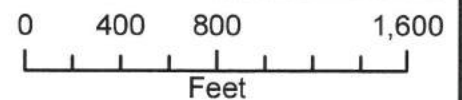
R406924
8.393
Acres

COURTNEES-WAY

FM
1660

HERITAGE-LOOP

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11AA.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Heath B. and Janet C. Nuckolls, for 20.024 acres, more or less, of land, located on CR 130. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HEATH B. AND JANET C. NUCKOLLS, FOR 20.024 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Heath B. and Janet C. Nuckolls, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Heath B. Nuckolls and Janet C. Nuckolls** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **20.024 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 additional residential structure and accessory structures, as well as an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson County, Texas.

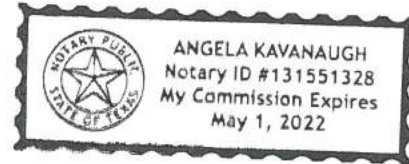
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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.

Entered into this 12 day of February, 2019.

Heath B Nuckolls

Heath B. Nuckolls, Owner



THE STATE OF TEXAS }

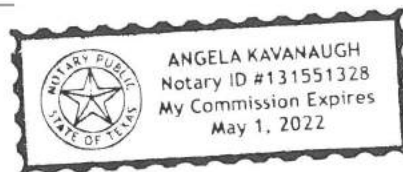
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 12 day of February, 2019, by Heath B. Nuckolls, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Janet C. Nuckolls

Janet C. Nuckolls, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 14 day of February, 2019, by Janet C. Nuckolls, Owner.

Angela Kavanaugh
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

NUCKOLLS TRACT - (R406380):

20.024 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN F. FURGUSON SURVEY, ABSTRACT NO. 231, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CASH WARRANTY DEED DATED AUGUST 14, 2000, AND RECORDED AS DOCUMENT NO. 2000057241, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Nuckolls



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11BB.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Matthew R. Warden, for 6.65 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MATTHEW R. WARDEN, FOR 6.65 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Matthew R. Warden, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Matthew R. Warden** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **6.65 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

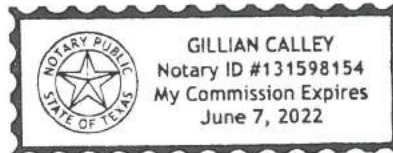
Entered into this 1st day of February, 2019.



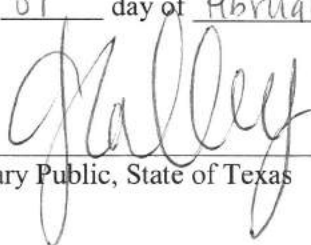
Matthew R. Warden, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 01 day of February, 2019, by Matthew R. Warden, Owner.


Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March, 2019, by Odis Jones, City Manager, City of Hutto, Texas.


Notary Public, State of Texas

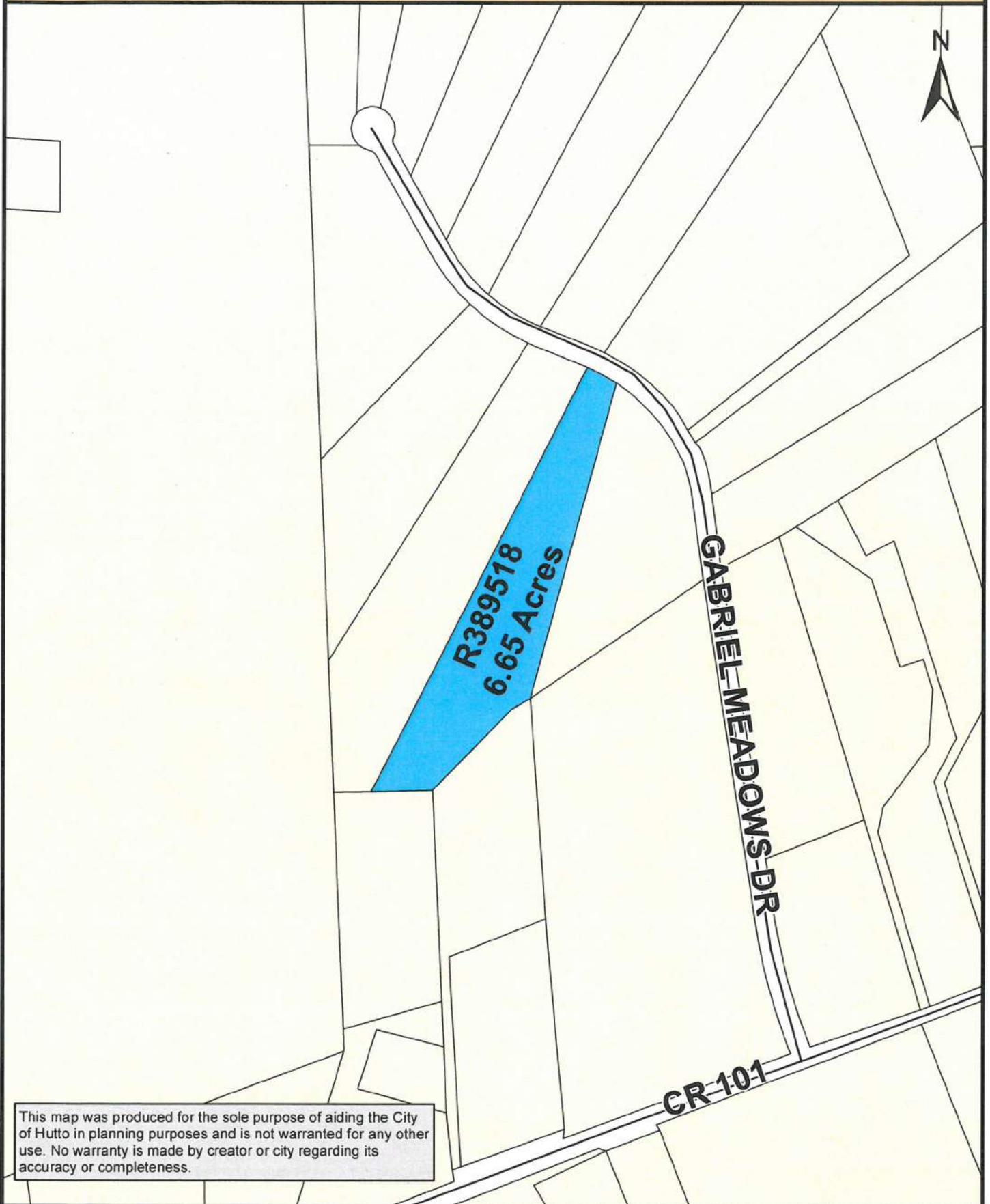
EXHIBIT "A"

LEGAL DESCRIPTION:

WARDEN TRACT – 1 (R389518):

6.65 ACRES, LOT 13, GABRIEL FARMS SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED DECEMBER 23, 2013 AND RECORDED AS DOCUMENT NO. 2013118830, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Warden 1



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11CC.

AGENDA DATE: March 21, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Business & Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Matthew R. Warden, for 8.0 acres, more or less, of land, located on Gabriel Meadows Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MATTHEW R. WARDEN, FOR 8.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth Guidance Plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Matthew R. Warden, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Matthew R. Warden** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; 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, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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, agrees not to involuntarily institute proceedings 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, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson 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 buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space 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 and codes.

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.

Section 3. The Owner acknowledges that if any plat or related development document 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 pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

Section 4. Pursuant to Sections 43.016(b)(1)(B) 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, 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 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

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 the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights 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 plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, 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 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.

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 Williamson 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.

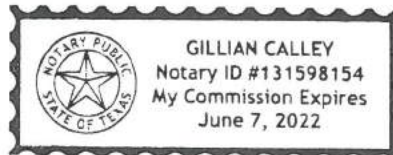
Entered into this 1st day of February, 2019.



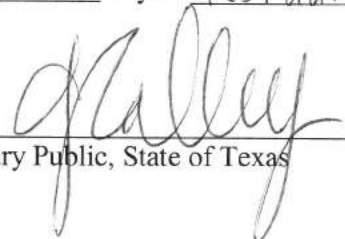
Matthew R. Warden, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



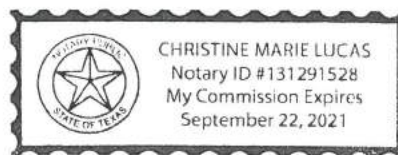
This instrument was acknowledged before me on the 01 day of February, 2019, by Matthew R. Warden, Owner.


Notary Public, State of Texas

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 7th day of March, 2019, by Odis Jones, City Manager, City of Hutto, Texas.


Notary Public, State of Texas

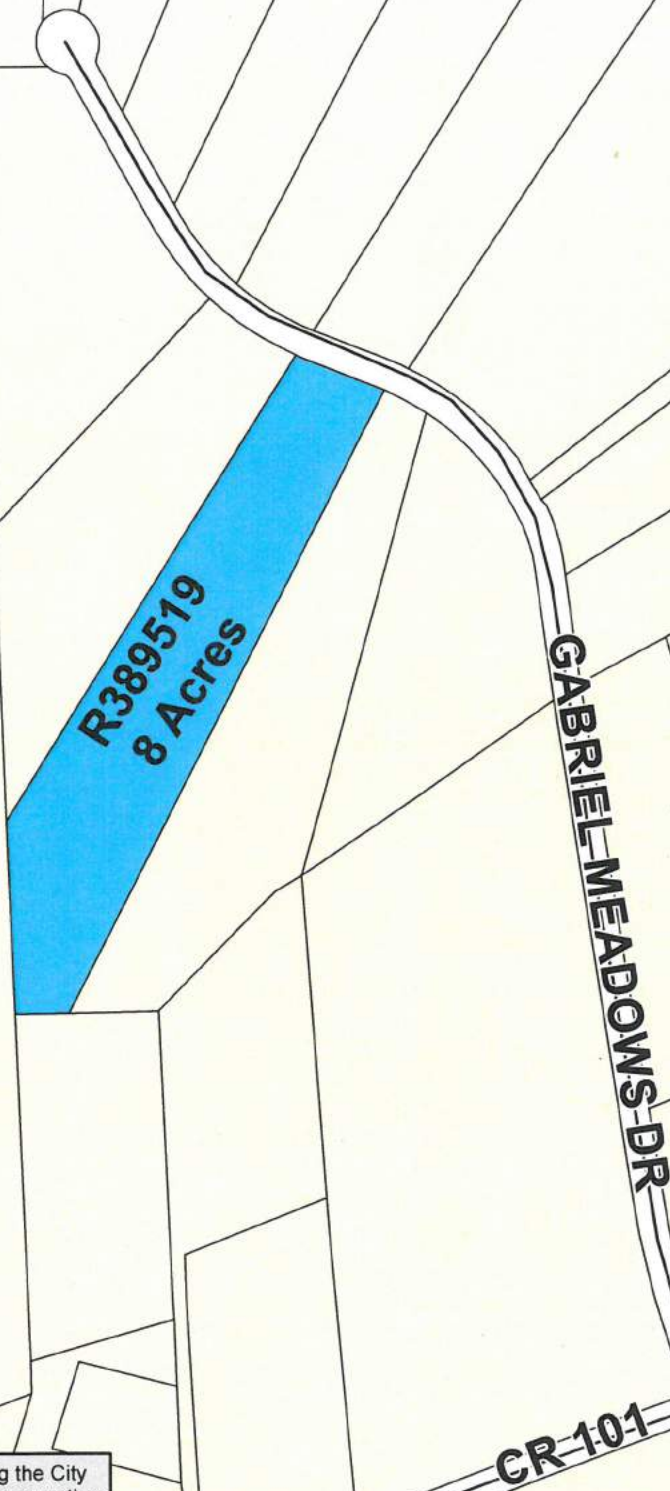
EXHIBIT "A"

LEGAL DESCRIPTION:

WARDEN TRACT – 2 (R389519):

8.0 ACRES, LOT 14, GABRIEL FARMS SECTION 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED DECEMBER 23, 2013 AND RECORDED AS DOCUMENT NO. 2013118830, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Warden 2



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 12A.

AGENDA DATE: March 21, 2019

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of CIP projects, the inclusion of special events, the purchase of capital equipment, the recording of additional revenue, and other miscellaneous adjustments. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

This represents the first amendment of the FY 2019 Budget. The amendments are detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to reflect organizational restructuring, revisions and additions to CIP projects, the inclusion of special events, the purchase of capital equipment, and the increase in development services revenue, and other miscellaneous adjustments.

The funds being amended are the General Fund, PEG Capital Fees Fund, PID Funds, Park Improvement Fund, General CIP Fund, Streets & Drainage Fund, Utility Fund, Utility CIP Fund (New), and the Internal Service Fund.

BUDGETARY AND FINANCIAL SUMMARY:

Please see Exhibit A for the financial summary.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the Council approve the second and final reading of the ordinance.

SUPPORTING MATERIAL:

1. [FY19 BA#1 Ordinance](#)
2. [FY19 BA#1 Exhibit A](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

ORDINANCE NO. O-19-XX-XX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2018-19 BUDGET TO REFLECT ORGANIZATIONAL CHANGES, THE REVISION AND ADDITION OF CAPITAL IMPROVEMENT PROJECTS, THE INCLUSION OF SPECIAL EVENTS, THE PURCHASE OF CAPITAL EQUIPMENT AND THE INCREASE IN DEVELOPMENT SERVICES REVENUE, AND OTHER MISCELLANEOUS ADJUSTMENTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2018, and ending September 30, 2019, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2018, and ending September 30, 2019.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place,

and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code.*

READ and **APPROVED** on **first reading** on this the **7th** day of **March 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on **second and final reading** this **21st** day of **March 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

EXHIBIT A

	Adopted Budget Total	Amended Total	Increase (Decrease)	Notes
General Fund				
Revenues	15,654,377	16,286,427	632,050	Increase in Bldg Permit-Meritage
Expenditures	16,366,235	16,997,806	631,571	Increase in Salary for New Positions, Events, & Equipment
Change in Fund Balance	(711,858)	(711,379)	479	
Ending Fund Balance	5,886,902	5,887,381	479	
Contingency Reserves	(3,120,872)	(3,356,706)	(235,834)	
Unrestricted Ending Fund Balance	2,766,030	2,530,675	(235,355)	
Reserves	20%	20%		
General Debt Service Fund				
Revenues	1,651,793		(1,651,793)	
Expenditures	2,023,893		(2,023,893)	
General Capital Replacement Fund				
Revenues	20,000	20,000	-	
Expenditures	338,000	338,000	-	I could increase transfer to G.F. if necessary
Change in Fund Balance	(318,000)	(318,000)	-	
Court Funds				
Revenues	12,600		(12,600)	
Expenditures	49,440		(49,440)	
PEG Capital Fees				
Revenues	37,595	37,595	-	
Expenditures	26,000	64,350	38,350	
Change in Fund Balance	11,595	(26,755)	(38,350)	Used some fund balance for equipment in new City Hall Chambers
Park Improvement Fund				
Revenues	201,200	201,200	-	
Expenditures	700,000	230,000	(470,000)	Removed transfer from Park to Utility (Restricted Funds)/Added Park Escrow
Change in Fund Balance	(498,800)	(28,800)	470,000	
General Capital Improvements Project				
Revenues	628,875	16,746,225	16,117,350	2019 Bond \$
Expenditures	4,890,950	18,605,643	13,714,693	New bond funded projects include parks, roads & drainage
Change in Fund Balance	(4,262,075)	(1,859,418)	2,402,657	
Streets & Drainage Fund				
Revenues	981,863	1,076,863	95,000	2019 Bond \$
Expenditures	1,836,845	1,948,782	111,937	Increase in personnel for 2019 Bond Projects
Change in Fund Balance	(854,982)	(871,919)	(16,937)	
Utility Fund				
Revenues	15,762,914	13,287,468	(2,475,446)	
Expenditures	19,194,216	14,230,765	(4,963,451)	CIP MOVED TO IT'S OWN FUND (FUND 55)
Change in Fund Balance	(3,431,302)	(943,297)	2,488,005	
Contingency Reserves	1,018,177	1,326,922	308,745	
Ending Available Working Capital	1,335,765	2,525,929	1,190,164	
Reserves	20%	20%		
Utility Capital Improvement Projects				
Revenues	-	1,320,000	1,320,000	Capital Improvement Projected Moved From Fund 50
Expenditures	-	8,207,950	8,207,950	Capital Improvement Projected Moved From Fund 50
Solid Waste Fund				
Revenues	1,442,938	1,442,938	-	
Expenditures	1,778,781	1,943,335	164,554	Increase in transfers
Change in Fund Balance	(335,843)	(500,397)	(164,554)	
Internal Service Fund				
Revenues	285,152	285,152	-	Transfers from G.F. & U.F. equally \$142,576 each fund
Expenditures	285,152	308,013	22,861	Facility Manager came on early and at higher rate - need janitorial contract
Change in Fund Balance	-	(22,861)	(22,861)	
All Fund Totals				
Revenues	33,551,976	49,240,930	15,688,954	Increase in revenue & influx of bond proceeds
Expenditures	43,299,398	60,285,296	16,985,898	Increase in projects using 2019 and older bond issues
Change in Fund Balance	(9,747,422)	(11,044,366)	(1,296,944)	

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 13A.

AGENDA DATE: March 21, 2019

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on a resolution to accept the 2017-2018 Comprehensive Annual Financial Reports and Audit (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

Section 8.14 of the City of Hutto Charter requires the City Council to have a Certified Public Accountant conduct an independent audit of all accounts of the City at the close of the fiscal year, or as necessary. The City Council approved a resolution on August 2, 2018, to engage Whitley Penn, LLP for the City's independent financial audit for the fiscal year ending September 30, 2018. The firm has completed the City's audit and prepared the Comprehensive Annual Financial Report (CAFR).

BUDGETARY AND FINANCIAL SUMMARY:

The year-end audit and resulting financial statements provide timely information about the City's net position. The Comprehensive Annual Financial Report is provided to the City's creditors and rating agencies in order to maintain the City's good credit rating.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not Applicable.

STAFF RECOMMENDATION:

Staff recommends consideration and possible action on a resolution concerning the 2016-2018 Comprehensive Annual Financial Report and Audit.

SUPPORTING MATERIAL:

1. Resolution - Accepting and Approving the CAFR for FY 2018

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO. R-_____

**A RESOLUTION ACCEPTING AND APPROVING THE
COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR
2018.**

WHEREAS, the City of Hutto's Comprehensive Annual Financial Report for the Fiscal Year Ending September 2018 are hereby submitted as audited by the independent auditing firm Whitley Penn, LLP ; and

WHEREAS, the City Council and City Administration have reviewed the document.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
HUTTO, TEXAS,**

That the City Council hereby accepts and approves the Comprehensive Annual Report for the Fiscal Year ending September 2018.

RESOLVED on this the **21st** day of the month **March, 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 13B.

AGENDA DATE: March 21, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution adopting a revised investment policy. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

Chapter 2256 of the Government Code requires that municipal governments adopt an investment policy and reviews the policy annually. The investment policy was last reviewed and adopted on February 1, 2018. The proposed changes to the policy are based on changes in the Public Funds Investment Act (PFIA) and to provide clarification on various items. The City's investment advisors have also reviewed the policy to ensure compliance with the Public Funds Investment Act.

Summary of changes:

- Dates throughout the document.
- Updated terminology.
- Grammar and sentence structure.
- Addition to, and deletion of certain eligible investments.
- Deletion of redundant explanations.
- Changes to types of allowable collateral, monitoring collateral, collateral substitution, and safekeeping of collateral.
- Broker/Dealer review by Council, if applicable.
- Revisions to required training.
- Authorized personnel changes.

BUDGETARY AND FINANCIAL SUMMARY:

The policy guides the investments that the City can utilize for safety, liquidity and yield.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the resolution amending the Investment Policy.

SUPPORTING MATERIAL:

1. [Resolution - Amending and Adopting the Investment Policy](#)
2. [Exhibit A - Investment Policy \(Redline\)](#)
3. [Exhibit B - Investment Policy clean](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**INVESTMENT POLICY
THE CITY OF HUTTO TEXAS**

March 21, 2019

INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

March 21, 2019

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

March 21, 2019

I. PURPOSE

A. Formal Adoption

This investment policy, when reviewed and adopted by the City Council of Hutto, on March 21, 2019 will replace the adopted Investment Policy dated the 1st of February, 2018. This investment policy satisfies the statutory requirements of the Public Funds investment Act (Chapter 2256, Texas Government Code) (the “Act”).

B. Scope

This Investment Policy applies to all investment activities of the City and to all assets of all funds of the City of Hutto at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan*. Any funds held in custody by the City of Hutto shall be administered in accordance with the provisions of these policies unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and depository bank. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

C. Diversification

The City of Hutto will always seek to diversify its portfolio, except in the case of depository bank balances. This will be done to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected to provide for safety of principal and reasonable liquidity.

D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

E. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve an optimal rate of return, while at the same time to provide for the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be five years. [Sec. 2256.005 (b) (4) (B)]

F. Liquidation or Redemption before Maturity

The City Investment Officer may liquidate or redeem an investment before maturity if:

- Market conditions present an opportunity for the City to benefit from the sale;
 - Funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; or
 - A security has lost its minimum required rating as an authorized investment.
- [Sec. 2256.02]

G. Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the Investment Officer through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officer in making investment decisions.

III. INVESTMENT STRATEGY

A. General

In conjunction with the annual Policy review, the City Council shall review the investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

B. Investment Strategies and Guidelines by Fund Type

Investment guidelines by fund-type are as follows:

1. Current Operating Funds

Current operating funds require the greatest short-term liquidity of any of the fund types. Therefore, diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Financial institution deposits, short-term investment

pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investment. Additionally, securities should have active and efficient secondary markets in the event of an unanticipated cash requirement.

According to City Policy, the weighted average days to maturity for the current operating fund portfolio shall not exceed 270 days and the maximum allowable maturity shall be two years. The Investment Officer will monitor average days to maturity and make changes as appropriate.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable drawdown schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated drawdown schedule and actual expenditures, securities shall have active and efficient secondary markets. Financial institution deposits, investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Market conditions and the arbitrage regulations may influence the attractiveness of locking in fixed-rate investments for bond proceeds. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be met or exceeded, concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to any budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the maximum investment periods. Investments shall be diversified as to maturity and type with a portion being highly marketable or liquid to cover the unpredictability of emergency repairs. The Investment Policy restricts the maximum maturity of individual investments to two years and the maximum weighted average days to maturity of the fund to one year.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "un-funded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for security diversification, marketability and fund liquidity. Therefore, market conditions shall determine the attractiveness of the eligible investments.

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation

compliance determine the advantage of security diversification and maturity selection. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Maturities shall generally not exceed the call provisions of the bond issue.

Bond resolution constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy. Annual mark-to-market requirements or specific maturity and average life limitations will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition and risk/return analysis may extend the maximum maturity on individual investments to five years and the weighted average days to maturity to three years.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the government's own programs. Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis allow for a maximum maturity on individual investments of five years.

IV. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officer. City funds governed by this Policy may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations and real estate mortgage investment conduits.
2. Direct obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including any security insured by the Federal Deposit Insurance Corporation (FDIC).
3. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.
4. Fully collateralized repurchase agreements having a defined termination date, placed through

EXHIBIT B

a primary government securities dealer, as defined by the Federal Reserve, or a bank doing business in Texas, and secured by obligations described by 1-3, above which are eligible investments under the Public Funds Investment Act, pledged with a third party selected or approved by the City, and having a market value of not less than the principal amount of the funds disbursed. The term includes direct security repurchase agreements entered into by the City and reverse repurchase agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed Master Repurchase Agreement, or similar agreement, as described in B.4 shall govern all City repurchase agreement transactions of this section.

5. Certificates of deposit, and other forms of deposit, issued by State and national banks that have their main office or a branch in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-3 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal amount of the certificates, or in any other manner and amount provided by law and this Policy for deposits of the City;
 - b. governed by a Depository Contract, as described in B.4. of this section, that complies with Federal and State regulation to properly secure a pledged security interest, and,
 - c. solicited for bid verbally, in writing, electronically, or any combination of those methods.
6. Money market mutual funds registered with the Securities & Exchange Commission, that adheres to Securities & Exchange Commission Regulation 2a-7, that fully invests dollar-for-dollar all City funds without sales commissions or loads, and whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund **Government Code 2256.014(c)**.
7. Eligible Investment Pools as defined in **Section 2256.016** of the Texas Government Code provided that (a) investment in the particular pool has been authorized by the City Council; (b) the pool shall have furnished the Investment Officer or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officer or other authorized representatives of the City investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officer or other authorized representatives of the City monthly reports that contain the information required by Section 2256.016 (c) of the Government Code; (e) the pool shall mark its portfolio to market daily and stabilize at a \$1.00 net asset value (f) the pool's assets shall consist exclusively of the obligations allowed by the Act; (g) and whose investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy.

B. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an investment issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in the Policy, by qualifying the broker/dealer and financial institution with whom the City will transact business, by collateralization as required by law, and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery-versus-payment" through the City's Safekeeping Agent. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

1. Collateralization

Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible securities, letter of credit or FDIC insurance. Financial institutions serving as City depositories will be required to sign a depository or collateral agreement with the City. The custodial portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the agreement must be in writing;
- the agreement has to be executed by the depository and the City contemporaneously with the acquisition of the asset;
- the agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- the agreement must be part of the depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter - party to a repurchase transaction is required to sign a copy of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement, or similar agreement, as approved by the City. An executed copy of this agreement must be on file before the City will enter into any counterparty transaction.

a. Allowable Collateral

Acceptable forms of collateral are limited to those authorized by the Act and the Public Funds Collateral Act (Section 2257, Texas Government Code), as amended, and meet the constraints of this Policy.

b. Collateral Levels

For pledged securities, the market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 102% of the total amount of deposits plus any accrued interest, less the applicable level of FDIC insurance. For deposits, the City may accept a letter of credit issued by a U.S. Agency or Instrumentality. The value

of the letter of credit must be equal to or greater than 100% of the total amount of deposits plus any accrued interest, less the insurance provided by the FDIC.

c. Monitoring Collateral Adequacy

The City shall require monthly reports with market values of pledged securities from the independent third party custodians. The Investment Officer will monitor adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral and Securities

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

e. Collateral Substitution and Release

Collateralized deposits and repurchase agreements often require substitution of collateral. Substitution is allowable if the substituted security's value is equal to or greater than the required security level, but should be limited, if possible, to minimize potential administrative problems. The City's Investment Officer must approve the release of collateral prior to its removal from the custodial account in accordance with the terms of the depository or collateral agreement.

2. Safekeeping

a. Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as a part of its investment portfolio. The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

C. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be actively managed by attempting to optimize investment earnings within policy guidelines.

All investments made by the City will be made through either the City's depository bank, an approved broker/dealer or a financial institution with a main office or branch in the state of Texas. A list of at least three broker/dealers will be maintained in order to assure competitive bidding. The Investment Officer will establish criteria to evaluate Investment Advisors and Broker/Dealers, including:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Broker/Dealers shall provide timely transaction confirmations

and monthly portfolio reports.

City Council shall, at least annually, review, revise and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City. Broker/Dealers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City shall not enter into an investment transaction with a pool or investment manager prior to receiving the written instrument described above.

The City may select an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, investment reporting, and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the Chief Financial Officer the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

D. Responsibility and Controls

1. Authority to Invest

The Chief Financial Officer is the "Investment Officer" of the City. As Investment Officer he/she is authorized to deposit, withdraw (by check executed over two signatures as outlined in this Policy), invest, transfer, execute documentation, and otherwise manage City funds according to the rules governing the investment of City funds provided in this Policy. In his/her absence, the City Manager and/or Assistant City Manager may serve as Investment Officer in his/her place and are subject to the same training requirements and must adhere to the policies set forth in this Policy.

2. Investment Officer Required Training

The City's Investment Officer shall:

a. attend at least one training session from an independent source approved by City Council as provided for in this Policy and accumulating at least 10 hours of instruction relating to the Investment Officer's responsibilities within 12 months after taking office or assuming duties; and

b. attend at least one investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and accumulate not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by City Council as provided for in this Policy.

3. Prudent Investment Management

The designated Investment Officer shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of City Investment Officer

The City Investment Officer is not responsible for any loss of City funds through the failure or negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

6. Personnel Authorized to Transact Fiscal Affairs

All vouchers, checks, drafts, certificates of deposit, orders for the release or exchange of securities held as collateral for City's funds on deposit with its depository banks and any other instruments necessary in the transaction of City's financial affairs shall bear the signature of any two of the following (except that at least one of the signatures must be that of either the City Manager, Assistant City Manager or the Chief Financial Officer):

- a. Mayor,
- b. City Manager,
- c. Assistant City Manager,
- d. Chief Financial Officer, and

7. Standards of Ethics

The designated Investment Officer shall adhere to City's Code of Conduct. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

8. Establishment of Internal Controls

The Chief Financial Officer will oversee the maintenance of a system of internal controls over the investment activities of the City.

9. Reporting

a. Quarterly Report

Investment performance will be monitored and evaluated by the Investment Officer. The Investment Officer will provide either quarterly or at more frequent intervals a comprehensive report that shall be certified by the Investment Officer and submitted to the City Council along with a periodic Financial Report. "Weighted average yield to maturity" shall be the portfolio performance standard presented in the report. Market price of the City investments in the report shall be valued by a source independent from the transaction. The investment report shall:

1. describe in detail the investment position of the City;
2. contain a summary statement of each pooled fund group that states the:
 - ✓ ending book and market value for the period; and
 - ✓ fully accrued interest for the reporting period;
3. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. state the maturity date of each investment security;
5. state the fund for which each investment security was purchased; and
6. state the compliance of the investment portfolio with the City's Investment Policy and the Texas Public Funds Investment Act.

b. Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies.

V. REVIEW AND AMENDMENT

The City of Hutto City Council shall review its investments policy and investment strategies on an annual basis. It shall be the duty of the Investment Officer to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.

APPROVED this 21st Day of March 2019.

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

EXHIBIT A

**INVESTMENT POLICY
THE CITY OF HUTTO TEXAS**

~~February 1, 2018~~March 21, 2019

EXHIBIT A

INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

~~February 1, 2018~~ March 21, 2019

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

~~February 1, 2018~~March 21, 2019

I. PURPOSE

A. Formal Adoption

This investment policy, when reviewed and adopted by the City Council of Hutto, on ~~February 1, 2018~~March 21, 2019 will replace the adopted Investment Policy dated the ~~23rd-1st~~ of ~~May~~February, 2013~~2018~~. This investment policy satisfies the statutory requirements of the Public Funds investment Act (Chapter 2256, Texas Government Code) ~~(the "Act")~~.

B. Scope

This Investment Policy applies to all investment activities of the City and to all assets of all funds of the City of Hutto at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan*. Any funds held in custody by the City of Hutto shall be administered in accordance with the provisions of these policies unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and depository bank. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal ~~L~~law.

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The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements~~-,~~ investing in securities with active secondary markets~~-,~~ and maintaining appropriate portfolio diversification.

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The City of Hutto will always seek to diversify its portfolio, except in the case of depository bank balances. This will be done to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer or a specific class of investments. ~~Investments of the City shall always be selected that to provide for stability-safety of income-principal and reasonable liquidity.~~

D. Yield

~~Consistent with federal and state law and the City's depository contract, it will be the objective of the Investment Officer to earn the maximum interest rate allowed within the constraints of safety and liquidity. The investment portfolio shall be designed with the objective of attaining a market~~

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rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

E. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve ~~the highest~~ an optimal rate of return ~~of interest~~, while at the same time to provide for the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be five years. [Sec. 2256.005 (b) (4) (B)]

F. ~~Sale of Securities~~ Liquidation or Redemption before Maturity

The City Investment Officer may ~~sell securities~~ liquidate or redeem an investment before maturity if:

- Market conditions present an opportunity for the City to benefit from the sale;
- ~~F~~unds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; or
- ~~a~~ A security has lost its minimum required rating as an authorized investment.
[Sec. 2256.02]

G. Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the Investment Officer through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officer in making investment decisions.

III. INVESTMENT STRATEGY

A. General

In conjunction with the annual Policy review, the City Council shall review the investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

B. Investment Strategies and Guidelines by Fund Type

Investment guidelines by fund-type are as follows:

1. Current Operating Funds

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Current operating funds require the greatest short-term liquidity of any of the fund types. Therefore, diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. ~~Short~~Financial institution deposits, short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investment. Additionally, securities ~~with should have~~ active and efficient secondary markets ~~are necessary~~ in the event of an unanticipated cash requirement.

According to City Policy, the weighted- average days to maturity for the current operating fund portfolio shall not exceed ~~200-270~~ days and the maximum allowable maturity shall be two years. The Investment Officers will monitor average days to maturity and make changes as appropriate.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable drawdown schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated drawdown schedule and actual expenditures, ~~most investment~~ securities shall have active and efficient secondary markets. Financial institution deposits, investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Market conditions and the arbitrage regulations may influence the attractiveness of locking in fixed-rate investments for bond proceeds. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield ~~can't cannot~~ be met or exceeded, concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to any budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the maximum investment periods. Investments ~~securities~~ shall be diversified as to maturity and type with a portion ~~of the securities being~~ highly marketable or liquid to cover the unpredictability of emergency repairs. The Investment Policy restricts the maximum maturity of individual ~~securities investments~~ to two years and the maximum weighted average days to maturity of the fund to one year.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "un-funded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for security diversification, marketability and fund liquidity. Therefore, market conditions shall determine the attractiveness of the eligible investments.

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5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and maturity selection. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Maturities shall generally not exceed the call provisions of the bond issue.

Bond resolution constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy. Annual ~~market~~-to-market requirements or specific maturity and average life limitations will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition and risk/return analysis may extend the maximum maturity on individual ~~securities-investments~~ to five years and the ~~weighted-weighted~~ average days to maturity to three years.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the government's own programs. Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis allow for a maximum ~~security~~-maturity on individual investments of five years.

IV. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officers. City funds governed by this Policy may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations and real estate mortgage investment conduits.
2. Direct obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including any security insured by the Federal Deposit Insurance Corporation (FDIC).

EXHIBIT A

3. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.
4. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, or a bank doing business in Texas, and secured by obligations described by 1-4.3, above which are eligible investments under the Public Funds Investment Act, pledged with a third party selected or approved by the City, and having a market value of not less than the principal amount of the funds disbursed. The term includes direct security repurchase agreements entered into by the City and reverse repurchase agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed Master Repurchase Agreement, or similar agreement, as described in B.4 shall govern all City repurchase agreement transactions of this section.
5. Certificates of deposit, and other forms of deposit, issued by State and national banks ~~doing business that have their main office or a branch~~ in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-4.3 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal amount of the certificates, or in any other manner and amount provided by law and this Policy for deposits of the City;
 - b. governed by a Depository Contract, as described in B.4. of this section, that complies with Federal and State regulation to properly secure a pledged security interest, and,
 - c. solicited for bid verbally, in writing, electronically, or any combination of those methods.
6. Money market mutual funds registered with the Securities & Exchange Commission, that adheres to Securities & Exchange Commission Regulation 2a-7 with a dollar-weighted average portfolio maturity of 60 days or less; that fully invests dollar-for-dollar all City funds without sales commissions or loads; and, whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund ~~or exceeds 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds.~~ **Government Code 2256.014(c).**
7. Eligible Investment Pools as defined in **Section 2256.016** of the Texas Government Code provided that (a) investment in the particular pool has been authorized by the City ~~Commission~~Council; (b) the pool shall have furnished the Investment Officers or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officers or other authorized representatives of the City ~~investment~~ transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officers or other authorized representatives of the City; monthly reports that contain the information required by Section 2256.016 (c) of the Government Code; (e) the pool shall ~~be a public funds investment pool created to function as a Money Market mutual fund~~

EXHIBIT A

~~maintaining mark its portfolio to market daily and stabilize at a \$1.00~~ net asset value (f) the pool's assets shall consist exclusively of the obligations ~~that are described by 1-7 above~~ allowed by the Act; (g) and whose investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy.

8. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A+1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U. S. law or the law of any state. ~~Gov't~~ Government Code 2256.013

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9. ~~Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations). Also included are collateralized interest bearing savings deposits that have secured the uninsured portion of deposits with obligations of the U.S. Treasury and/or Federal agencies and instrumentalities.~~

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B. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an ~~investment security~~ issuer or grantor. Such risk shall be controlled by investing only in the safest types of ~~securities investments~~ as defined in the Policy, ~~by~~ by qualifying the broker, ~~dealer~~ and financial institution with whom the City will transact business, by collateralization as required by law, ~~and~~ and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery-versus-payment" through the City's Safekeeping Agent. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

1. Diversification by Investment Type

The City Portfolio shall be diversified to eliminate the risk of loss resulting from concentration of assets in a specific issuer or a specific class of investments. Investments of the City shall always be selected that provide for ~~stability of income~~ safety of principal and reasonable liquidity.

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Bond proceeds may be invested in a single security or investment if the Investment Officer determines that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

2. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities shall be staggered and shall not exceed the anticipated cash flow requirements of the funds. Specific maturity limitations by fund are described in the Investment Strategy section of this Policy.

3. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities

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with active secondary markets and by investing in eligible financial institution deposits, money market mutual funds and local government investment pools.

An ~~investment security~~ may be liquidated or redeemed prior to maturity to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

4. Collateralization

Consistent with the requirements of State law, the City requires all ~~bank financial institution~~ deposits to be federally insured or collateralized with eligible securities, letter of credit or FDIC insurance. Financial institutions serving as City ~~D~~depositories will be required to sign a ~~D~~depository or collateral ~~Agreement with the City and the City's safekeeping agent~~. The ~~safekeeping custodial~~ portion of the ~~Agreement~~ shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the ~~Agreement~~ must be in writing;
- the ~~Agreement~~ has to be executed by the ~~D~~depository and the City contemporaneously with the acquisition of the asset;
- the ~~Agreement~~ must be approved by the Board of Directors or the loan committee of the ~~D~~depository and a copy of the meeting minutes must be delivered to the City; and
- the ~~Agreement~~ must be part of the ~~D~~depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter-party to a repurchase transaction is required to sign a copy of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement or similar agreement, as approved by the City. An executed copy of this ~~Agreement~~ must be on file before the City will enter into any counterparty transaction. ~~All Master Repurchase Agreements must be approved by the Investment Committee.~~

a. Allowable Collateral

~~(1) Certificates of Deposit~~

~~Eligible Acceptable securities for collateralization of deposits~~ forms of collateral are limited to those authorized defined by the Act and the Public Funds Collateral Act (Section 2257, Texas Government Code), as amended, and meet the constraints of this Policy.

~~(2) Repurchase Agreements~~

~~Securities underlying repurchase agreements are limited to cash and US Government, Agencies and Instrumentalities obligations, which are eligible for wire transfer (i.e., book entry) to the City's designated safekeeping agent through the Federal Reserve System and meet the constraints of this Policy.~~

b. Collateral Levels

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EXHIBIT A

For pledged securities, the market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 102% of the total amount of deposits plus any accrued interest, less the applicable level of FDIC insurance. For deposits, the City may accept a letter of credit issued by a U.S. Agency or Instrumentality. The value of the letter of credit must be equal to or greater than 100% of the total amount of deposits plus any accrued interest, less the insurance provided by the FDIC.

(1) Certificates of Deposit

The market value of the principal portion of collateral pledged for certificates of deposit must at all times be equal to or greater than the par value of the certificate of deposit plus accrued interest, less the applicable level of FDIC insurance.

(2) Repurchase Agreements

A repurchase agreement's security value shall be the par value plus accrued interest, and the security's market value must be maintained at the following minimum levels:

Agreement Maturities Greater Than One Business Day

U. S. Treasury Securities	102%
U. S. Agency & Instrumentalities	102%
Mortgage Backed Securities	105%

Agreement Maturities of One Business Day

All Securities	100%
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c. Monitoring Collateral Adequacy

(1) Certificates of Deposit

The City shall require monthly reports with market values of pledged securities from all financial institutions with which the City has certificates of deposit the independent third party custodians. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

(2) Repurchase Agreements

Weekly monitoring by the Investment Officers of market values of all underlying securities purchased for City repurchase transactions is required. More frequent monitoring may be necessary during periods of market volatility.

d. Additional Collateral and Securities

(1) Certificates of Deposit

If the value of the collateral securities pledged for a certificate of deposit falls below the par value of the deposit, plus accrued interest less FDIC insurance required collateral level, the financial institution that issues the CD's will be notified by the Investment Officers and will be required to must pledge additional securities no later than the end of the next succeeding business day.

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~~(2) Repurchase Agreements~~

~~If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officers will request additional securities.~~

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e. Collateral Substitution and Release

Collateralized ~~certificates of deposits~~ and repurchase agreements often require substitution of collateral. ~~Any broker, dealer or financial institution requesting substitution must contact the Investment Officers for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Investment Officers, or a designee, must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions if the substituted security's value is equal to or greater than the required security level,~~ but should be limited, if possible, to minimize potential administrative problems and transfer expense. The City's Investment Officer must approve the release of collateral prior to its removal from the custodial account in accordance with the terms of the depository or collateral agreement.

5. Safekeeping

a. Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities ~~either owned by the City as a part of its investment portfolio, or as part of its depository and repurchase agreements.~~ The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

~~b. Safekeeping of Certificate of Deposit Collateral~~

~~All collateral securing bank and savings and loan deposits must be held by a third party banking institution acceptable to and under contract with the City, or by the Federal Reserve Bank.~~

~~c. Safekeeping of Repurchase Agreement Securities~~

~~The securities purchased under repurchase agreements must be delivered to a third party custodian with whom the City has established a safekeeping agreement.~~

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C. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be actively managed by attempting to ~~maximize~~ optimize investment earnings ~~at all times~~ within policy guidelines.

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All investments made by the City will be made through either the City's depository bank, an approved broker/primary ~~dealer~~ or a financial institution ~~doing business with a main office or branch~~ in the state of Texas. A list of at least three broker/dealers will be maintained in order to assure competitive bidding. The Investment Officer will establish criteria to evaluate Investment Advisors and Broker/Dealers, including:

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1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Broker/Dealers shall provide timely transaction confirmations and monthly portfolio reports.

City Council shall, at least annually, review, revise and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City. Broker/Dealers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City shall not enter into an investment transaction with a pool or investment manager prior to receiving the written instrument described above.

The City may select an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, investment reporting, and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the ~~Director~~ Chief Financial Officer the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

D. Responsibility and Controls

1. Authority to Invest

The ~~Director of Finance~~ Chief Financial Officer is the "Investment Officer" of the City. As Investment Officer he/she is authorized to deposit, withdraw (by check executed over two signatures as outlined in this Policy), invest, transfer, execute documentation, and otherwise manage City funds according to the rules governing the investment of City funds provided in this Policy. In his/her absence, the City Manager and/or Assistant City Manager may serve

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as Investment Officer in his/~~her~~ place and are subject to the same training requirements and must adhere to the policies set forth in this Policy ~~Statement~~.

~~The Director of Finance as Investment Officer, shall attend at least one training session, within twelve months of assuming these duties, that addresses investment controls, security risks, strategy risk, market risks, and compliance with the Public Funds Investment Act.~~

2. Investment Officer Required Training

The City's Investment Officer shall:

- a. attend at least one training session from an independent source approved by ~~the governing body of the local government City Council or a designated investment committee advising the investment officer~~ as provided for in this ~~p~~Policy and ~~containing-accumulating~~ at least 10 hours of instruction relating to the Investment Officer's responsibilities within 12 months after taking office or assuming duties; and
- b. attend ~~at least one~~ investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and ~~receive-accumulate~~ not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by ~~the governing body of the local government City Council or a designated investment committee advising the investment officer~~ as provided for in ~~the investment policy of the local government~~this Policy.

3. Prudent Investment Management

The designated Investment Officer shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care used by the City shall be the "prudent ~~investor-person~~ rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under ~~circumstances then~~ prevailing ~~circumstances~~, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of City Investment Officer

The City Investment Officer is not responsible for any loss of City funds through the failure or negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

6. Personnel Authorized to Transact Fiscal Affairs

All vouchers, checks, drafts, certificates of deposit, orders for the release or exchange of securities held as collateral for City's funds on deposit with its depository banks and any other instruments necessary in the transaction of City's financial affairs shall bear the signature of

EXHIBIT A

any two of the following (except that at least one of the signatures must be that of either the City Manager, Assistant City Manager or the ~~Director of Finance~~Chief Financial Officer):

- a. Mayor,
- b. City Manager,
- c. Assistant City Manager,
- d. ~~Director of Finance~~Chief Financial Officer, and
- e. ~~Controller~~

7. Standards of Ethics

The designated Investment Officer shall adhere to City's Code of Conduct. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

8. Establishment of Internal Controls

The ~~Director of Finance~~Chief Financial Officer will oversee the maintenance of a system of internal controls over the investment activities of the ~~e~~City.

9. Reporting

a. Quarterly Report

Investment performance will be monitored and evaluated by the Investment Officer. The Investment Officer will provide either quarterly or at more frequent intervals a comprehensive report that shall be certified by the Investment Officer and submitted to the City Council along with a periodic Financial Report. “Weighted average yield to maturity” shall be the portfolio performance standard presented in the report. Market price of the City investments in the report shall be valued by a source independent from the transaction.
The investment report shall:

1. describe in detail the investment position of the City;
2. contain a summary statement of each pooled fund group that states the:
 - ✓ ending book and market value for the period; and
 - ✓ fully accrued interest for the reporting period;
3. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. state the maturity date of each investment security;
5. state the fund for which each investment security was purchased; and
6. state the compliance of the investment portfolio with the City's Investment Policy and the Texas Public Funds Investment Act.

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b. Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies.

V. REVIEW AND AMENDMENT

The City of Hutto City Council shall review its investments policy and investment strategies on an annual basis. It shall be the duty of the Investment Officer to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.

APPROVED this 21st Day of ~~February 1~~, March 20189.

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

**INVESTMENT POLICY
THE CITY OF HUTTO TEXAS**

March 21, 2019

INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

March 21, 2019

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

March 21, 2019

I. PURPOSE

A. Formal Adoption

This investment policy, when reviewed and adopted by the City Council of Hutto, on March 21, 2019 will replace the adopted Investment Policy dated the 1st of February, 2018. This investment policy satisfies the statutory requirements of the Public Funds investment Act (Chapter 2256, Texas Government Code) (the “Act”).

B. Scope

This Investment Policy applies to all investment activities of the City and to all assets of all funds of the City of Hutto at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan*. Any funds held in custody by the City of Hutto shall be administered in accordance with the provisions of these policies unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and depository bank. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

C. Diversification

The City of Hutto will always seek to diversify its portfolio, except in the case of depository bank balances. This will be done to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected to provide for safety of principal and reasonable liquidity.

D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

E. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve an optimal rate of return, while at the same time to provide for the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be five years. [Sec. 2256.005 (b) (4) (B)]

F. Liquidation or Redemption before Maturity

The City Investment Officer may liquidate or redeem an investment before maturity if:

- Market conditions present an opportunity for the City to benefit from the sale;
 - Funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; or
 - A security has lost its minimum required rating as an authorized investment.
- [Sec. 2256.02]

G. Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the Investment Officer through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officer in making investment decisions.

III. INVESTMENT STRATEGY

A. General

In conjunction with the annual Policy review, the City Council shall review the investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

B. Investment Strategies and Guidelines by Fund Type

Investment guidelines by fund-type are as follows:

1. Current Operating Funds

Current operating funds require the greatest short-term liquidity of any of the fund types. Therefore, diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Financial institution deposits, short-term investment

pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investment. Additionally, securities should have active and efficient secondary markets in the event of an unanticipated cash requirement.

According to City Policy, the weighted average days to maturity for the current operating fund portfolio shall not exceed 270 days and the maximum allowable maturity shall be two years. The Investment Officer will monitor average days to maturity and make changes as appropriate.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable drawdown schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated drawdown schedule and actual expenditures, securities shall have active and efficient secondary markets. Financial institution deposits, investment pools and money market mutual funds shall provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Market conditions and the arbitrage regulations may influence the attractiveness of locking in fixed-rate investments for bond proceeds. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be met or exceeded, concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to any budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the maximum investment periods. Investments shall be diversified as to maturity and type with a portion being highly marketable or liquid to cover the unpredictability of emergency repairs. The Investment Policy restricts the maximum maturity of individual investments to two years and the maximum weighted average days to maturity of the fund to one year.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "un-funded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for security diversification, marketability and fund liquidity. Therefore, market conditions shall determine the attractiveness of the eligible investments.

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation

compliance determine the advantage of security diversification and maturity selection. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Maturities shall generally not exceed the call provisions of the bond issue.

Bond resolution constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy. Annual mark-to-market requirements or specific maturity and average life limitations will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition and risk/return analysis may extend the maximum maturity on individual investments to five years and the weighted average days to maturity to three years.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the government's own programs. Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis allow for a maximum maturity on individual investments of five years.

IV. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officer. City funds governed by this Policy may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations and real estate mortgage investment conduits.
2. Direct obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including any security insured by the Federal Deposit Insurance Corporation (FDIC).
3. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.
4. Fully collateralized repurchase agreements having a defined termination date, placed through

EXHIBIT B

a primary government securities dealer, as defined by the Federal Reserve, or a bank doing business in Texas, and secured by obligations described by 1-3, above which are eligible investments under the Public Funds Investment Act, pledged with a third party selected or approved by the City, and having a market value of not less than the principal amount of the funds disbursed. The term includes direct security repurchase agreements entered into by the City and reverse repurchase agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed Master Repurchase Agreement, or similar agreement, as described in B.4 shall govern all City repurchase agreement transactions of this section.

5. Certificates of deposit, and other forms of deposit, issued by State and national banks that have their main office or a branch in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-3 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal amount of the certificates, or in any other manner and amount provided by law and this Policy for deposits of the City;
 - b. governed by a Depository Contract, as described in B.4. of this section, that complies with Federal and State regulation to properly secure a pledged security interest, and,
 - c. solicited for bid verbally, in writing, electronically, or any combination of those methods.
6. Money market mutual funds registered with the Securities & Exchange Commission, that adheres to Securities & Exchange Commission Regulation 2a-7, that fully invests dollar-for-dollar all City funds without sales commissions or loads, and whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund **Government Code 2256.014(c)**.
7. Eligible Investment Pools as defined in **Section 2256.016** of the Texas Government Code provided that (a) investment in the particular pool has been authorized by the City Council; (b) the pool shall have furnished the Investment Officer or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officer or other authorized representatives of the City investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officer or other authorized representatives of the City monthly reports that contain the information required by Section 2256.016 (c) of the Government Code; (e) the pool shall mark its portfolio to market daily and stabilize at a \$1.00 net asset value (f) the pool's assets shall consist exclusively of the obligations allowed by the Act; (g) and whose investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy.

B. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an investment issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in the Policy, by qualifying the broker/dealer and financial institution with whom the City will transact business, by collateralization as required by law, and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery-versus-payment" through the City's Safekeeping Agent. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

1. Collateralization

Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible securities, letter of credit or FDIC insurance. Financial institutions serving as City depositories will be required to sign a depository or collateral agreement with the City. The custodial portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the agreement must be in writing;
- the agreement has to be executed by the depository and the City contemporaneously with the acquisition of the asset;
- the agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- the agreement must be part of the depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter - party to a repurchase transaction is required to sign a copy of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement, or similar agreement, as approved by the City. An executed copy of this agreement must be on file before the City will enter into any counterparty transaction.

a. Allowable Collateral

Acceptable forms of collateral are limited to those authorized by the Act and the Public Funds Collateral Act (Section 2257, Texas Government Code), as amended, and meet the constraints of this Policy.

b. Collateral Levels

For pledged securities, the market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 102% of the total amount of deposits plus any accrued interest, less the applicable level of FDIC insurance. For deposits, the City may accept a letter of credit issued by a U.S. Agency or Instrumentality. The value

of the letter of credit must be equal to or greater than 100% of the total amount of deposits plus any accrued interest, less the insurance provided by the FDIC.

c. Monitoring Collateral Adequacy

The City shall require monthly reports with market values of pledged securities from the independent third party custodians. The Investment Officer will monitor adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral and Securities

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

e. Collateral Substitution and Release

Collateralized deposits and repurchase agreements often require substitution of collateral. Substitution is allowable if the substituted security's value is equal to or greater than the required security level, but should be limited, if possible, to minimize potential administrative problems. The City's Investment Officer must approve the release of collateral prior to its removal from the custodial account in accordance with the terms of the depository or collateral agreement.

2. Safekeeping

a. Safekeeping Agreement

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as a part of its investment portfolio. The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

C. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be actively managed by attempting to optimize investment earnings within policy guidelines.

All investments made by the City will be made through either the City's depository bank, an approved broker/dealer or a financial institution with a main office or branch in the state of Texas. A list of at least three broker/dealers will be maintained in order to assure competitive bidding. The Investment Officer will establish criteria to evaluate Investment Advisors and Broker/Dealers, including:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Broker/Dealers shall provide timely transaction confirmations

and monthly portfolio reports.

City Council shall, at least annually, review, revise and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City. Broker/Dealers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City shall not enter into an investment transaction with a pool or investment manager prior to receiving the written instrument described above.

The City may select an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, investment reporting, and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the Chief Financial Officer the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

D. Responsibility and Controls

1. Authority to Invest

The Chief Financial Officer is the "Investment Officer" of the City. As Investment Officer he/she is authorized to deposit, withdraw (by check executed over two signatures as outlined in this Policy), invest, transfer, execute documentation, and otherwise manage City funds according to the rules governing the investment of City funds provided in this Policy. In his/her absence, the City Manager and/or Assistant City Manager may serve as Investment Officer in his/her place and are subject to the same training requirements and must adhere to the policies set forth in this Policy.

2. Investment Officer Required Training

The City's Investment Officer shall:

a. attend at least one training session from an independent source approved by City Council as provided for in this Policy and accumulating at least 10 hours of instruction relating to the Investment Officer's responsibilities within 12 months after taking office or assuming duties; and

b. attend at least one investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and accumulate not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by City Council as provided for in this Policy.

3. Prudent Investment Management

The designated Investment Officer shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of City Investment Officer

The City Investment Officer is not responsible for any loss of City funds through the failure or negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

6. Personnel Authorized to Transact Fiscal Affairs

All vouchers, checks, drafts, certificates of deposit, orders for the release or exchange of securities held as collateral for City's funds on deposit with its depository banks and any other instruments necessary in the transaction of City's financial affairs shall bear the signature of any two of the following (except that at least one of the signatures must be that of either the City Manager, Assistant City Manager or the Chief Financial Officer):

- a. Mayor,
- b. City Manager,
- c. Assistant City Manager,
- d. Chief Financial Officer, and

7. Standards of Ethics

The designated Investment Officer shall adhere to City's Code of Conduct. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

8. Establishment of Internal Controls

The Chief Financial Officer will oversee the maintenance of a system of internal controls over the investment activities of the City.

9. Reporting

a. Quarterly Report

Investment performance will be monitored and evaluated by the Investment Officer. The Investment Officer will provide either quarterly or at more frequent intervals a comprehensive report that shall be certified by the Investment Officer and submitted to the City Council along with a periodic Financial Report. "Weighted average yield to maturity" shall be the portfolio performance standard presented in the report. Market price of the City investments in the report shall be valued by a source independent from the transaction. The investment report shall:

1. describe in detail the investment position of the City;
2. contain a summary statement of each pooled fund group that states the:
 - ✓ ending book and market value for the period; and
 - ✓ fully accrued interest for the reporting period;
3. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. state the maturity date of each investment security;
5. state the fund for which each investment security was purchased; and
6. state the compliance of the investment portfolio with the City's Investment Policy and the Texas Public Funds Investment Act.

b. Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies.

V. REVIEW AND AMENDMENT

The City of Hutto City Council shall review its investments policy and investment strategies on an annual basis. It shall be the duty of the Investment Officer to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.

APPROVED this 21st Day of March 2019.

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 13C.

AGENDA DATE: March 21, 2019

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on a resolution amending the Fiscal and Budgetary Policy. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

The City of Hutto adopted a Fiscal and Budgetary Policy in March 2007, which has been amended several times. The last amendment and adoption was February 1, 2018. The policy must be reviewed annually by both City staff and City Council. The proposed amendments to the policy ensures alignment with the City Charter and reflects current practices.

BUDGETARY AND FINANCIAL SUMMARY:

The Fiscal and Budgetary Policy provides guidelines for the day-to-day planning and operations of the City's financial affairs. Revisions to the Fiscal and Budgetary Policy are proposed to ensure the policy remains current and adheres to the City Charter.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the Council approve the resolution to amend the Fiscal and Budgetary Policy Amendment.

SUPPORTING MATERIAL:

1. [Resolution - Amending the Fiscal and Budgetary Policy](#)
2. [Exhibit A - Fiscal and Budgetary Policy \(Redline\)](#)
3. [Exhibit B - Fiscal and Budgetary Policy \(Clean\)](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF HUTTO FISCAL
AND BUDGETARY POLICY**

WHEREAS, the City of Hutto assumes a responsibility to its citizens to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public; and

WHEREAS, the City of Hutto developed a Fiscal and Budgetary Policy to enable the City to achieve and maintain a long term stable and positive financial condition and provide guidelines for the City's financial affairs; and

WHEREAS, the Fiscal and Budgetary Policy spans all areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, accounting and financial reporting, and debt management; and

WHEREAS, the City Council wishes to amend the Fiscal and Budgetary Policy to reflect City philosophy and ensure alignment with the Charter. Policy amendments are presented in Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves the amendment of the Fiscal and Budgetary Policy as presented in Exhibit B.

CONSIDERED and RESOLVED on this the **21st** day of the month of **March, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

FISCAL AND BUDGETARY POLICY

Amended ~~February 4~~ March 21, 2018 2019

I. OVERVIEW AND STATEMENT OF PURPOSE

The City of Hutto has an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public. The Fiscal and Budgetary Policy, as outlined below, is adopted by the City Council annually and considered the basis for financial management, planning and budget preparation. The policy guides both the City of Hutto and its component unit, the Hutto Economic Development Corporation.

The broad purpose of the Fiscal and Budgetary Policy is to enable the City to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs. The City's financial management, as directed by this Policy, is based upon the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

The Policy scope of this policy generally spans areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, pay philosophy, accounting and financial reporting, debt management, and reserves. This is done in order to:

- A. Demonstrate to the citizens of Hutto, the City's bond holders, other creditors and the bond rating agencies that the City is committed to a strong fiscal operation;
- B. Provide a common vision for financial goals and strategies for current and future policy-makers and staff;
- C. Fairly present and fully disclose the financial position of the City in conformity to Generally Accepted Accounting Principles (GAAP); and
- D. Demonstrate compliance with finance-related legal and contractual practices issues in accordance with the Texas Local Government Code, bond covenants and other legal mandates.

The City Council will annually review and adopt the Fiscal and Budgetary Policy.

II. FINANCIAL PLAN

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. Multi-year budgeting provides a means to identify the impact of implementing new programs and projects on future budgets. The Financial Plan is the City's long range operations and capital plan. The plan includes all of the operating departments of the General Fund and Utility Fund as well as the capital Capital improvement Improvement Funds of the City. The plan is reviewed and updated annually.

- A. **Capital Improvements Program** – The Capital Improvements Plan (CIP) outlines the major utility infrastructure, streets and drainage, facilities, parks, and other improvements needed to serve the citizens, maintain renovate and rehabilitate existing infrastructure and facilities, meet growth related needs and comply with state and federal regulations.

1. Preparation – The City Engineer, with the support of the Finance Department Financial Services, coordinates the annual update and adoption of the multi-year CIP as a part of the annual budget process. In accordance with the City Charter (Charter, section 12.0312.04), the CIP will be delivered to and reviewed by the Planning and Zoning Commission, so that P&Z whose recommendation(s) may be included and will be presented to City Council. The CIP includes all costs associated with the design, rights of way, acquisition and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:

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- Needed capital improvements and major maintenance projects are identified through life cycle system models, repair and maintenance records, and growth demands.
- A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.
- Citizen involvement and participation will be solicited in formulating the capital budget through website solicitation.
- Review the existing City Master Plans to ensure capital improvement projects support the City's long-range goals.

2. Financing Programs – Where applicable, impact fees, assessments, pro-rata charges or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners. Short-term financing options, such as Capital Leasing, may also be considered. Long-term debt financing may also be explored to acquire major assets with an expected life equal to or exceeding the average life of the debt issue. Factors related to the issuance of debt will include the following:

- a.) Legal constraints on debt capacity and financing alternatives,
- b.) Essentiality of the proposed capital improvement and the economic cost of delay,
- c.) Willingness and financial ability to pay for the capital improvement,
- d.) Determination of the ability to fund through a pay-as-you-go system,
- e.) Assess current interest rate environment for borrowing and investment, as well as other market conditions, and reserve requirements,
- e.) Financial condition of the City,
- f.) The types, availability and stability of revenues to be pledged for repayment of the debt,
- g.) Type of debt to be issued, and

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2. h.) The nature and asset life of the capital projects:

3. Control – All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer or City Manager must certify the availability of resources before any right of way easement is negotiated or before any capital project contract is presented to the Council for approval.

4. Reporting – Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable the Financeal Department Services to monitor and control the budget as authorized. Capital project status reports will be provided to Council on a quarterly frequent basis.

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B. Operations Plan – The plan will include estimated operating expenses, the cost of new programs being contemplated, and staffing needs for the multi-year period.

C. Revenues and Financing Plan - The Financeal Department Services will develop conservative, multi-year revenue forecasts based upon current and known future revenue streams. The Plan will illustrate the impact of the Capital and Operations Plans on the property tax rate, utility rates and other fees. Sensitivity analyses may be used in order to react to low-medium-high growth environments that would allow for more aggressive investment in infrastructure and conversely time to react to economic slowdown.

D. Performance Measures - Department Directors will develop program performance measures to evaluate the impact of new programs and growth on the departments. Existing programs will also be evaluated as a part of the multi-year planning process and annual budget process to determine whether certain programs should continue to be funded. International City

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Managers' Association (ICMA) Insights program participation will be utilized to establish, track, and compare performance measures.

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III. ANNUAL OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The "operating budget" is the City's annual financial operating plan. The annual budget includes all of the operating departments of the general fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. Planning – The budget process will include City Council participation in the identification of major policy issues. The budget process will be an extension of an overall strategic planning process for the City and will. ~~The process will also~~ allow for citizen input.

B. Preparation – The Charter (Section 8.02) requires "On or before the 15th day of August each fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying message." The City Council budget shall ~~be adopted~~ the budget on or before not later than the last day of the last month of the current fiscal year.

1. Proposed Budget – A proposed budget shall be prepared by the City Manager and delivered to the City Council per the City Charter.

a. In accordance with the Charter (Section 8.04), the budget shall provide a complete financial plan for the ensuing fiscal year, in a form the City Manager or Council deems desirable, and the budget shall include goals and objectives, a capital budget, enterprise funds and appropriations.

b. In accordance with the Charter (Section 8.05), the City will publish in a newspaper of general circulation in the City and on the City website, a general summary of the budget, as well as the date, times and places ~~location that the budget is will be~~ available for public inspection. At a minimum, the publication notice must be provided at least two weeks prior to availability, no less than two weeks after the publication.

c. A copy of the proposed budget will be filed with the City Secretary ~~when it is upon submitted~~ submission to the City Council, which must be at least 30 days prior to the Council's vote.

2. Adoption – City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget. The budget will be effective for the fiscal year beginning October 1st.

3. Standards for Publication - The City will utilize the criteria outlined in the Government Finance Officers Association (GFOA) Distinguished Budget Program for the presentation of the budget document. The budget document will be submitted annually to the GFOA for evaluation and consideration for the Distinguished Budget Presentation Award.

4. Budget Calendar – The timeline for budget adoption is guided by City Charter and state Truth in Taxation laws. The deadline for the chief appraiser to certify appraisal rolls to taxing units is July 25. After certification, City Council must discuss the tax rate, and if the maximum rate ~~they will under~~ consideration adopting will exceed the rollback rate or effective tax rate, they must take a record vote and schedule a public hearing. If required, a Notice of Public Hearing on Tax Increase must be published at least 7 days ~~before prior~~ to the first public hearing. If required, the second public hearing must be no earlier than 3 days after the first public hearing, and is also when the tax rate adoption meeting ~~to adopt tax rate~~ will be scheduled and announced (must be 3-14 days from ~~this the date of~~ the second hearing). Notice of Tax Revenue Increase must be published before the meeting to adopt tax rate (at least seven days, if available). The meeting to adopt tax rate must be held 3-14 days after the second public hearing, and the tax rate must be adopted before September 30th.

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C. Revenue Estimates – In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include the analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues. This approach should reduce the

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likelihood of actual revenues falling short of budget estimates during the year, which could otherwise result in mid-year service reductions.

- D. **Balanced Budget** – The goal of the City is to balance the operating budget with current revenues, whereby, current revenues match and fund on-going expenditures/expenses. Excess balances in the operating funds from previous years may be used for non-recurring expenditures/expenses or for capital expenditures.
- E. **Reporting** – Summary financial reports will be provided presented to the City Council monthly and presented to City Council during at a regular City Council meeting quarterly, at a minimum. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.
- F. **Control and Accountability** – Each Department Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for compliance with spending limitations. Department Directors may request a transfer of funds within a department budget. All transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in Section V.C. Further expenditure control guidance is located in Section V of this policy.
- G. **Budget Amendments** – The *Charter (Section 8.07)* provides a method to amend appropriations. The City Council may authorize:
1. **Supplemental Appropriations** – If the City Manager certifies that revenues are available in excess of those estimated in the budget, an amendment ordinance may be prepared for City Council approval.
 2. **Emergency Appropriations** – To meet public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense, the City Council may adopt an emergency appropriation.
 3. **Reduction of Appropriations** – If at any time during the fiscal year it appears probable that expected revenues will be insufficient to finance expenditures for which appropriations have been authorized, the City Council may adopt an ordinance to reduce appropriations.
- H. **Contingency Appropriations** – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset anticipated but amount unknown expenditures, unexpected maintenance or other unanticipated expenses that might occur during the year, including insurance deductibles, unexpected legal expenses, and equipment repairs.
- I. **Outside Agency Funding** – The City Council may fund a number of outside agencies and organizations that provide core services for the citizens of Hutto. The amount of funding received by each agency depends upon Council direction and the availability of funds. The City Council may ~~fund designate~~ up to 0.75% of the estimated General Fund revenues during the budget process.
1. **Funding Process** - ~~All agencies shall have a~~A standardized process for application, review, monitoring, and reporting ~~will be provided by the City~~. All agencies are required to submit applications for funding to the City during the budget process. Applications will include the following:
 - a. Information about the organization including organization's purpose, charter, board of directors, etc.
 - b. Copy of organization's financial policies.
 - c. Copy of prior year's tax filing demonstrating non-profit status.
 - d. Copy of prior year's audit or financial review for organizations whose operating budget exceeds \$100,000 annually.

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- e. ~~Agencies will need to provide a list and description of what prior year City the funding from the prior year was used for and program measures that indicate the increased success of the program due to the funding.~~
- 2. Funding of non-profit agencies through public funds require enhanced guidelines for spending and operations which shall include:
 - a. Funding will typically be used for specific programs, rather than for general operating costs, and demonstrates the program's sustainability beyond a three-year funding period.
 - b. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
 - c. Other items may be addressed by the City Council as specified in each organization's Outside Agency Funding Agreement.
- 3. The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center, ~~Emergency Service District (ESD) #3,~~ and the Williamson County and Cities Health District will be considered a budgeted line-item. All other outside agencies and organizations will go through the Outside Agency Funding process.
- 4. The City Council will review requests from other agencies and award based upon available funding. Applications will be evaluated on the following criteria:
 - a. Number of Hutto citizens served by the organization;
 - b. Type of service provided and whether other organizations in the community provide the service;
 - c. Availability of other funding sources for the organization;
 - d. Demonstration of ability to adhere to the guidelines outlined by this policy; and
 - e. The City Council prefers to allocate funding based upon the following guideline:
 - Education – 10%
 - Quality of Life – 30%
 - Social Services – 60%
 - Public Health and Safety – The City Council may provide additional funding above the designated 0.75% to support governmental organizations that provide public health and safety services to the Hutto Community. ~~(For Example, s include membership in the Williamson County and Cities Health District and financial support for Williamson County Emergency Services District #3.)~~

All funded agencies shall be required to submit quarterly reports with performance data unless otherwise specified.

- J. **Periodic Program Reviews** – The City Manager and Department Directors will periodically review programs for efficiency and effectiveness. Programs not meeting efficiency and/or effectiveness objectives shall be brought up to required standards, or be subject to reduction or elimination.
- K. **Budget Contingency Plan** – ~~The City will take immediate corrective action at any time during the fiscal year if an operating deficit is projected at year end. This policy is intended to establish~~ General guidelines for managing revenue shortfalls resulting from factors such as local and economic downturns that affect the City's revenue streams are:-
 - 1. **Immediate Action** - Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:
 - a. Freeze all new hire and vacant positions except those deemed to be a necessity.
 - b. Review all planned capital expenditures.
 - c. Delay all "non-essential" spending or equipment replacement purchases.

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2. Further Action - If the above actions are insufficient to offset the revenue deficit and the shortfall continues to increase, the City Manager will further reduce operating expenses to balance the variance. The City Manager may ask Department Directors for recommendations on reductions of service levels in order to reduce expenditures to balance the budget. Any resulting service level reductions, including workforce reductions, will be addressed by the City Council.

IV. REVENUE MANAGEMENT

A. Optimum Characteristics – The City will strive for the following optimum characteristics in its revenue system:

1. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
2. Realistic and Conservative Estimates - Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.
3. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue. Where appropriate, the City will use the administrative processes of State, Federal or County collection agencies in order to reduce administrative costs.
4. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. Diversification of revenue sources is intended to mitigate. This will help avoid instabilities in two particular revenue sources due to factors such as economic fluctuations in the economy and weather variations in the weather.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Non-Recurring Revenues – One-time or non-recurring revenues shall not be used to finance current ongoing operations. Non-recurring revenues shall be used only for non-recurring expenditures, and not for budget balancing purposes.
2. Property Tax Revenues – All real and business personal property located within the City will be estimated at a collection rate of 98% of the taxable value for any given year based on the current appraisal supplied by the Williamson County Appraisal District.
3. Investment Income – Earnings from investments will be distributed to the funds in accordance with the equity balance of the fund from which the invested monies were provided, to be invested.
4. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct and/or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every year at least every two to three years to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.
5. Utility Fund Rates – The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants and provide for an adequate level of working capital.

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Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

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6. Administrative Cost Recovery – Administrative costs shall be charged to all funds for services of general overhead, such as administration, finance/financial services, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures.

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7. Revenue Monitoring – Revenues as they are received will be regularly compared to budgeted revenues, variances will be investigated and if material will be included in the quarterly report to the City Council.

C. Funding Alternatives

1. Grants - The City shall seek to obtain grants which are consistent with the City's current and future priorities and objectives. The City Council must authorize acceptance of any grant funding. Potential grants will be examined for any matching requirements and the source of those requirements identified. Grant applications will be reviewed by Finance Financial Services to ascertain funding sources, outcomes and other relevant information before the information is presented to the City Council. The City shall recover indirect costs to the maximum allowable by the funding source, and may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant. Grant-funded programs and associated positions will be terminated as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.
2. Leases - The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City. The accounting treatment of leases will change in 2020. The policy will be updated at that time.
3. Impact Fees - The City will impose impact fees as allowable under state law for both water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every year two to three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

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- D. Liabilities and Receivables - Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the goods or services or invoice. Accounts Receivable procedures will target collection for a maximum of 30 days of service. Receivables aging past 120 days will be sent to a collection agency. The Chief Financial Officer is authorized to write-off non-collectible accounts that are delinquent for more than 180 days, provided proper delinquency procedures have been followed, and include this information in the annual report to the City Council.

V. EXPENDITURE POLICIES

- A. Appropriations – The point of budget control is at the department level budget for all funds. The Department Directors shall manage budgets to ensure that appropriations are not exceeded. Budgets are approved by the Council within a departmental or program budget category (personnel costs, supplies, maintenance, operations/maintenance and capital).
- B. Central Control – No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Head-Director without prior authorization from the City Manager. This control will realize b Budget savings realized in this manner each year that will be available to can be transferred by the City Manager, without further Council action.
- C. Budget Transfers – The Charter (Section-8.068.07) provides that the City Manager may transfer balances within departments and programs. A Department Director may request a transfer between line items, or categories of items through the City Manager. Finance-Financial Services will make the adjustment upon approval from the City Manager.
- D. Purchasing – All City purchases of goods or services will be made in accordance with the City's current Purchasing-Purchase Policy and with State law. In accordance with Texas Local Government Code, Subchapter B, Sections 252.021 and 252.043, the City shall make award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Council may delegate authority to a designated representative in determining the appropriate method of purchase. State law requires any purchase of goods or materials over \$50,000 be formally bid or procured through an approved cooperative. The City's Procurement-Purchase Policy follows State Law by requiring multiple quotes for most purchases over \$3,000. The City's Purchasing-Purchase Policy requires all contracts

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greater than \$50,000 annually be approved by the City Council. The following shows a summary of approval requirements for purchases.

1. Local Preference - In accordance with Chapter 271.9051 of the Local Government Code, the City Council may choose to enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with the lowest bidder, or the bidder whose principal place of business is in the municipality if the governing body determines that the local bidder offers the best combination of contract price and additional economic development opportunities award a competitive bid of \$100,000 or less to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received from the lowest bidder whose business is not within the City limits. The determination that the local bidder offers the City the best combination of contract price and additional local economic development opportunities will be made in writing.
2. Interlocal Cooperation in Delivery of Services - In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the cost of services, to share facilities and to develop joint programs to improve service to its citizens.
3. Conflict of Interest - The City will comply with all conflict of interest requirements as mandated by the Texas Government Code and Local Government Code.

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- E. Prompt Payment - All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

VI. PAY PHILOSOPHY

The City's goal as an employer is to attract and retain quality employees who provide exemplary public service to our community in an effective and efficient manner.

- A. Adequate Staffing - Staffing levels will be adequate for the operations and programs of the City to be conducted efficiently and effectively. In order to provide continuing services to a growing population, as well as add new services, staffing levels will be evaluated by the City Manager regularly to determine workloads. Workload allocation alternatives, such as contract labor and contracted services, will be explored before adding additional staff.
- B. Market Adjustments - The City shall utilize salary survey data, as well as compensation data from other benchmark cities, as a reference for making market-based adjustments. Market-based adjustments are based upon the job duties and job descriptions of the position, not on performance of the employee within the position. City Council identified B benchmark cities are identified by the City Council based on parameters such as population, proximity to Hutto, growth rate, and tax base. The cities selected are: Belton, Cedar Park, Cibolo, Georgetown, Kyle, Leander, Little Elm, Pflugerville, Round Rock, Schertz, Seguin and Taylor.
- C. Merit Adjustments - The City utilizes a merit-based pay and step-pay plan as a part of the overall compensation system. Council may fund merit increases annually during the budget process to aid in retaining and rewarding quality employees for productivity and job performance. These merit-based adjustments are recommended by the employee's immediate supervisor and reviewed by both the Department Director and the City Manager. Employees may receive a merit increase upon approval of the City Manager based upon performance, or when other situations warrant this type of increase, such as a reclassification due to additional job duties.

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VII. CAPITAL MAINTENANCE AND REPLACEMENT

The City shall maintain a Capital Replacement Fund to provide financial resources to replace aging fleet and equipment. Only fleet and equipment included on the City's Fixed Assets inventory will

be included on the replacement schedule. Funding will be set aside each year through the annual budget process to fund the future replacement of fleet and equipment.

VIII. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

- A. **Accounting** – The City is responsible for the recording and reporting of its financial affairs, both internally and externally. The City's Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.
- B. **Audit of Accounts** – In accordance with the *Charter Section 8.14*, an independent audit of the City accounts will be performed ~~annually~~every year. The auditor is retained by and is accountable directly to the City Council.
- C. **External Reporting** – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Comprehensive Annual Financial Report (CAFR) which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The CAFR shall be prepared in accordance with GAAP and shall be presented annually to the GFOA for evaluation and consideration for the Certificate of Achievement in Financial Reporting. If City staffing limitations preclude such timely reporting, the Chief Financial Officer will inform the City Council of the delay and the reasons therefore.

IX. RISK AND ASSET MANAGEMENT

- A. **Risk Management** - The City will utilize programs to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where appropriate. Prevention of loss through the safety program and the employee health program will be employed.
- B. **Investments** – The City Council has formally approved a separate Investment Policy for the City of Hutto that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas ~~Local~~ Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City.
- C. **Cash Management** - The City shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's depository, the payment of obligations, and the prudent investment of idle funds in accordance with this policy.

X. DEBT MANAGEMENT

The City of Hutto recognizes the primary purpose of capital facilities is to support provision of services and mobility to its residents. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets, including equipment, for the general benefit of its citizens and to allow it to fulfill its various purposes as a city.

- A. **Usage of Debt** - Long-term debt financing will be considered for multi-year capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues

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- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively ~~projected~~ revenue sources ~~that will be used to pay the debt. It will not finance the improvement over a period greater than~~ The financing period will not exceed the useful life of the improvement and ~~it will determine that~~ the cost benefit of the improvement, including interest costs, is will be positive to the community.

B. Types of Debt –

1. General Obligation Bonds (GO's) – General obligation bonds must be authorized by a vote of the citizens of Hutto. They are used only to fund capital assets of the general government and will not be used to fund operating needs of the City. The full faith and credit of the City as well as the City's ad valorem taxing authority back general obligation bonds. Conditions for issuance of general obligation debt include:
 - When the project will have a significant impact on the tax rate;
 - When the project may be discretionary or nonessential even though it is routine in nature; or
 - When the project falls outside the normal bounds of projects the City has typically done.
2. Certificates of Obligation, Contract Obligations (CO's) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt service for GO's CO bonds may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO bond's when the following conditions are met:
 - When the proposed debt will have minimal impact on future effective property tax rates;
 - When the projects to be funded are within the normal bounds of city capital requirements, such as for roads, parks, various infrastructure and City facilities; and
 - When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; or
 - When the project or capital item is determined to be nondiscretionary or essential to the City.

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Certificates of obligation will be used with prudent care and judgment by the City Council. Every effort will be made to ensure public participation in decisions relating to debt financing.

3. Self-supporting General Obligation Debt – Refers to general obligation debt including CO bonds's issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. The Utility Fund issues this type of debt.
4. Internal Borrowing between City funds – The City can authorize use of existing long-term reserves as "loans" between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.
5. Short-term Borrowing - The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCOs) or Limited Tax Notes (Notes) which are short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs and Notes are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule

will not exceed the useful life of the asset. Multiple equipment acquisitions can and should be grouped in a single PPFCO or Note issue in order to develop economies of scale. Notes are limited to a 7 year term.

6. **Revenue Bonds** – Revenue bonds may be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements ~~of the necessary improvement to provide service expansion.~~ The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.
- C. **Method of Sale** – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated sale. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of ~~the a~~ financial advisor and Chief Financial Officer in the selection of the underwriter or direct purchaser.
- D. **Disclosure** – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.
- E. **Federal Requirements** – The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.
- F. **Debt Structuring** – The City will issue bonds with maturity not to exceed the useful life of the asset acquired. The structure should approximate overall level debt service and tax rate or revenue source stability unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long-term debt instruments.
- G. **Debt Coverage Ratio** – Refers to the number of times the current combined debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's Utility. The City will maintain a minimum debt service coverage ratio of 1.0 times for these utilities as a whole.
- H. **Reimbursement Resolutions** – The City may utilize reimbursement resolutions for debt financings as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve "cash" to delay bond issues until such time when issuance is favorable and beneficial to the City.

XI. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Hutto will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City.

- A. **Operating Reserves** – In accordance with the Charter Section 8.04, the City is mandated to maintain a 10% reserve. Per the Fiscal and Budgetary policy, the City will maintain emergency reserves at a minimum of 20% of net budgeted operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, general debt service (tax supported), direct cost for purchased power and payments from third party grant ~~monies~~ funds.
1. **General Fund** – The unobligated fund balance in the General Fund should equal at least 20%.
2. **Utility Fund** – Working capital reserves in these funds should be 20%.

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Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget. Funds in excess of the minimum reserves may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years.

- B. **Capital Project Funds** – Every effort will be made for all monies within the Capital Project Funds to be expended within thirty-six (36) months of receipt. The fund balance will be invested and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be transferred to the Debt Service fund to service project-related debt service.
- C. **Debt Service Funds for Ad Valorem Tax Obligations** – This fund holds receipts from ad valorem property taxes levied to pay debt service on outstanding ad valorem tax obligations. Due to the nature of the source of funds, monies held within this fund are stable. Balances are maintained in this fund to ensure that debt service payments may be made in a timely manner and to comply with ordinances authorizing such outstanding debt obligations.
- D. **Investment of Reserve Funds** – The reserve funds will be invested in accordance with the City's investment policy.
- E. **Sales Tax Excess** – Due to the volatile nature of sales tax revenue, collections over and above the estimated sales tax revenue amount should be used to fund non-recurring expenses, such as (but not limited to) equipment purchases, capital improvement projects, or transfers to the capital replacement fund.

FISCAL AND BUDGETARY POLICY

Amended March 21, 2019

I. OVERVIEW AND STATEMENT OF PURPOSE

The City of Hutto has an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public. The Fiscal and Budgetary Policy, as outlined below, is adopted by the City Council annually and considered the basis for financial management, planning and budget preparation. The policy guides both the City of Hutto and its component unit, the Hutto Economic Development Corporation.

The broad purpose of the Fiscal and Budgetary Policy is to enable the City to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs. The City's financial management, as directed by this Policy, is based upon the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

The scope of this policy generally spans areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, pay philosophy, accounting and financial reporting, debt management and reserves. This is done in order to:

- A. Demonstrate to the citizens of Hutto, the City's bond holders, other creditors and the bond rating agencies that the City is committed to a strong fiscal operation;
- B. Provide a common vision for financial goals and strategies for current and future policy-makers and staff;
- C. Fairly present and fully disclose the financial position of the City in conformity to Generally Accepted Accounting Principles (GAAP); and
- D. Demonstrate compliance with finance-related legal and contractual practices in accordance with the Texas Local Government Code, bond covenants and other legal mandates.

II. FINANCIAL PLAN

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. Multi-year budgeting provides a means to identify the impact of implementing new programs and projects on future budgets. The Financial Plan is the City's long range operations and capital plan. The plan includes all of the operating departments of the General Fund and Utility Fund as well as the Capital Improvement Funds of the City. The plan is reviewed and updated annually.

- A. **Capital Improvements Program** – The Capital Improvements Plan (CIP) outlines the major utility infrastructure, streets and drainage, facilities, parks and other improvements needed to serve the citizens, renovate and rehabilitate existing infrastructure and facilities, meet growth related needs and comply with state and federal regulations.

1. **Preparation** – The City Engineer, with the support of the Financial Services, coordinates the annual update and adoption of the multi-year CIP as a part of the annual budget process. In accordance with the City Charter (Charter, section 12.04), the CIP will be delivered to and reviewed by the Planning and Zoning Commission whose recommendation(s) will be presented to City Council. The CIP includes all costs associated with the design, rights of way, acquisition and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:

- Needed capital improvements and major maintenance projects are identified through life cycle system models, repair and maintenance records, and growth demands.
- A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its affect on operations.

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- Citizen involvement and participation will be solicited in formulating the capital budget through website solicitation.
 - Review the existing City Master Plans to ensure capital improvement projects support the City's long-range goals.
2. **Financing Programs** – Where applicable, impact fees, assessments, pro-rata charges or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners. Short-term financing options, such as Capital Leasing, may also be considered. Long-term debt financing may also be explored to acquire major assets with an expected life equal to or exceeding the average life of the debt issue. Factors related to the issuance of debt will include the following:
- Legal constraints on debt capacity and financing alternatives,
 - Essentiality of the proposed capital improvement and the economic cost of delay,
 - Willingness and financial ability to pay for the capital improvement,
 - Determination of the ability to fund through a pay-as-you-go system,
 - Assess current interest rate environment for borrowing and investment, as well as other market conditions, and reserve requirements,
 - Financial condition of the City,
 - The types, availability and stability of revenues to be pledged for repayment of the debt,
 - Type of debt to be issued, and
 - The nature and asset life of the capital projects
3. **Control** – All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer or City Manager must certify the availability of resources before any right of way easement is negotiated or before any capital project contract is presented to the Council for approval.
4. **Reporting** – Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable Financial Services to monitor and control the budget as authorized. Capital project status reports will be provided to Council on a frequent basis.
- B. Operations Plan** – The plan will include estimated operating expenses, the cost of new programs being contemplated, and staffing needs for the period.
- C. Revenues and Financing Plan** - Financial Services will develop conservative, multi-year revenue forecasts based upon current and known future revenue streams. The Plan will illustrate the impact of the Capital and Operations Plans on the property tax rate, utility rates and other fees. Sensitivity analyses may be used in order to react to low-medium-high growth environments that would allow for more aggressive investment in infrastructure and conversely time to react to economic slowdown.
- D. Performance Measures** - Department Directors will develop program performance measures to evaluate the impact of new programs and growth on the departments. Existing programs will also be evaluated as a part of the multi-year planning process and annual budget process to determine whether certain programs should continue to be funded. International City Managers' Association (ICMA) Insights program participation will be utilized to establish, track and compare performance measures.

III. ANNUAL OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The "operating budget" is the City's annual financial operating plan. The

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annual budget includes all of the operating departments of the general fund, proprietary funds, debt service funds, special revenue funds and capital improvement funds of the City.

- A. Planning** – The budget process will include City Council participation in the identification of major policy issues. The budget process will be an extension of the strategic planning process for the City and will allow for citizen input.
- B. Preparation** – The Charter (Section 8.02) requires “On or before the 15th day of August each fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying message.” The City Council shall adopt the budget on or before the last day of the last month of the current fiscal year.
1. **Proposed Budget** – A proposed budget shall be prepared by the City Manager and delivered to the City Council per the City Charter.
 - a. In accordance with the Charter (Section 8.04), the budget shall provide a complete financial plan for the ensuing fiscal year, in a form the City Manager or Council deems desirable, and the budget shall include goals and objectives, a capital budget, enterprise funds and appropriations.
 - b. In accordance with the Charter (Section 8.05), the City will publish in a newspaper of general circulation in the City and on the City website, a general summary of the budget, as well as the date, time and location the budget will be available for public inspection. At a minimum, the publication notice must be provided at least two weeks prior to availability.
 - c. A copy of the proposed budget will be filed with the City Secretary upon submission to the City Council, which must be at least 30 days prior to the Council’s vote.
 2. **Adoption** – City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget. The budget will be effective for the fiscal year beginning October 1st.
 3. **Standards for Publication** - The City will utilize the criteria outlined in the Government Finance Officers Association (GFOA) Distinguished Budget Program for the presentation of the budget document. The budget document will be submitted annually to the GFOA for evaluation and consideration for the Distinguished Budget Presentation Award.
 4. **Budget Calendar** – The timeline for budget adoption is guided by City Charter and state Truth in Taxation laws. The deadline for the chief appraiser to certify appraisal rolls to taxing units is July 25. After certification, City Council must discuss the tax rate, and if the maximum rate under consideration will exceed the rollback rate or effective tax rate, they must take a record vote and schedule a public hearing. If required, a Notice of Public Hearing on Tax Increase must be published at least 7 days prior to the first public hearing. If required, the second public hearing must be no earlier than 3 days after the first public hearing, and is also when the tax rate adoption meeting will be scheduled and announced (must be 3-14 days from the date of the second hearing). Notice of Tax Revenue Increase must be published before the meeting to adopt tax rate (at least seven days, if available). The meeting to adopt tax rate must be held 3-14 days after the second public hearing, and the tax rate must be adopted before September 30th.
- C. Revenue Estimates** – In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include the analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year, which could otherwise result in mid-year service reductions.
- D. Balanced Budget** – The goal of the City is to balance the operating budget with current revenues, whereby, current revenues match and fund on-going expenditures/expenses. Excess balances in the operating funds from previous years may be used for non-recurring expenditures/expenses or for capital expenditures.

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- E. **Reporting** – Summary financial reports will be presented to the City Council monthly at a regular City Council meeting. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.
- F. **Control and Accountability** – Each Department Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for compliance with spending limitations. Department Directors may request a transfer of funds within a department budget. All transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in Section V.C. Further expenditure control guidance is located in Section V of this policy.
- G. **Budget Amendments** – The *Charter (Section 8.07)* provides a method to amend appropriations. The City Council may authorize:
1. **Supplemental Appropriations** – If the City Manager certifies that revenues are available in excess of those estimated in the budget, an amendment ordinance may be prepared for City Council approval.
 2. **Emergency Appropriations** – To meet public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense, the City Council may adopt an emergency appropriation.
 3. **Reduction of Appropriations** – If at any time during the fiscal year it appears probable that expected revenues will be insufficient to finance expenditures for which appropriations have been authorized, the City Council may adopt an ordinance to reduce appropriations.
- H. **Contingency Appropriations** – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset anticipated but amount unknown expenditures, unexpected maintenance or other unanticipated expenses that might occur during the year, including insurance deductibles, unexpected legal expenses, and equipment repairs.
- I. **Outside Agency Funding** – The City Council may fund a number of outside agencies and organizations that provide core services for the citizens of Hutto. The amount of funding received by each agency depends upon Council direction and the availability of funds. The City Council may designate up to 0.75% of the estimated General Fund revenues during the budget process.
1. **Funding Process** - A standardized process for application, review, monitoring, and reporting will be provided by the City. All agencies are required to submit applications for funding to the City during the budget process. Applications will include the following:
 - a. Information about the organization including organization's purpose, charter, board of directors, etc.
 - b. Copy of organization's financial policies
 - c. Copy of prior year's tax filing demonstrating non-profit status
 - d. Copy of prior year's audit or financial review for organizations whose operating budget exceeds \$100,000 annually
 - e. If applicable, a list and description of what prior year City funding was used for and program measures that indicate the increased success of the program due to the funding
 2. Funding of non-profit agencies through public funds require enhanced guidelines for spending and operations which shall include:
 - a. Funding will typically be used for specific programs, rather than for general operating costs, and demonstrates the program's sustainability beyond a three-year funding period.

EXHIBIT B

- b. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
 - c. Other items may be addressed by the City Council as specified in each organization's Outside Agency Funding Agreement.
3. The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center and the Williamson County and Cities Health District will be considered a budgeted line-item. All other outside agencies and organizations will go through the Outside Agency Funding process.
4. The City Council will review requests from other agencies and award based upon available funding. Applications will be evaluated on the following criteria:
 - a. Number of Hutto citizens served by the organization;
 - b. Type of service provided and whether other organizations in the community provide the service;
 - c. Availability of other funding sources for the organization;
 - d. Demonstration of ability to adhere to the guidelines outlined by this policy; and
 - e. The City Council prefers to allocate funding based upon the following guideline:
 - Education – 10%
 - Quality of Life – 30%
 - Social Services – 60%
 - Public Health and Safety – The City Council may provide additional funding above the designated 0.75% to support governmental organizations that provide public health and safety services to the Hutto Community. (For example, membership in the Williamson County and Cities Health District)

All funded agencies shall be required to submit quarterly reports with performance data unless otherwise specified.

- J. **Periodic Program Reviews** – The City Manager and Department Directors will periodically review programs for efficiency and effectiveness. Programs not meeting efficiency and/or effectiveness objectives shall be brought up to required standards, or be subject to reduction or elimination.
- K. **Budget Contingency Plan** – The City will take immediate corrective action at any time during the fiscal year if an operating deficit is projected at year end. General guidelines for managing revenue shortfalls resulting from factors such as local and economic downturns that affect the City's revenue streams are:
 1. **Immediate Action** - Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:
 - a. Freeze all new hire and vacant positions except those deemed to be a necessity
 - b. Review all planned capital expenditures
 - c. Delay all "non-essential" spending or equipment replacement purchases
 2. **Further Action** - If the above actions are insufficient to offset the revenue deficit and the shortfall continues to increase, the City Manager will further reduce operating expenses to balance the variance. The City Manager may ask Department Directors for recommendations on reductions of service levels in order to reduce expenditures to balance the budget. Any resulting service level reductions, including workforce reductions, will be addressed by the City Council.

IV. REVENUE MANAGEMENT

- A. **Optimum Characteristics** – The City will strive for the following optimum characteristics in its revenue system:

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1. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
2. Realistic and Conservative Estimates - Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.
3. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue. Where appropriate, the City will use the administrative processes of State, Federal or County collection agencies in order to reduce administrative costs.
4. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. Diversification of revenue sources is intended to mitigate instabilities in revenue sources due to factors such as economic and weather variations.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Non-Recurring Revenues – One-time or non-recurring revenues shall not be used to finance current ongoing operations. Non-recurring revenues shall be used only for non-recurring expenditures.
2. Property Tax Revenues – All real and business personal property located within the City will be estimated at a collection rate of 98% of the taxable value for any given year based on the current appraisal supplied by the Williamson County Appraisal District.
3. Investment Income – Earnings from investments will be distributed to the funds in accordance with the equity balance of the fund from which the invested monies were provided.
4. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct and/or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges at least every two to three years to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.
5. Utility Fund Rates – The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants and provide for an adequate level of working capital.

Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

6. Administrative Cost Recovery – Administrative costs shall be charged to all funds for services of general overhead, such as administration, financial services, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures.
7. Revenue Monitoring – Revenues as they are received will be regularly compared to budgeted revenues, variances will be investigated and if material will be included in the quarterly report to the City Council.

C. Funding Alternatives

1. Grants - The City shall seek to obtain grants which are consistent with the City's current and future priorities and objectives. The City Council must authorize acceptance of any grant funding. Potential grants will be examined for any matching requirements and the source of those requirements identified. Grant applications will be reviewed by Financial Services to ascertain funding sources, outcomes and other relevant information before the information is presented to the City Council. The City shall recover indirect costs to the maximum allowable by the funding source, and may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant. Grant-funded programs and

EXHIBIT B

associated positions will be terminated as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.

2. Leases - The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City. The accounting treatment of leases will change in 2020. The policy will be updated at that time.
 3. Impact Fees - The City will impose impact fees as allowable under state law for both water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every two to three years. All fees collected will fund projects identified within the Fee study and as required by state laws.
- D. **Liabilities and Receivables** - Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the goods or services or invoice. Accounts Receivable procedures will target collection for a maximum of 30 days of service. Receivables aging past 120 days will be sent to a collection agency. The Chief Financial Officer is authorized to write-off non-collectible accounts that are delinquent for more than 180 days, provided proper delinquency procedures have been followed, and include this information in the annual report to the City Council.

V. EXPENDITURE POLICIES

- A. **Appropriations** – The point of budget control is at the department level budget for all funds. The Department Directors shall manage budgets to ensure that appropriations are not exceeded. Budgets are approved by the Council within a departmental or program budget category (personnel costs, supplies, maintenance, operations/maintenance and capital).
- B. **Central Control** – No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without prior authorization from the City Manager. Budget savings realized in this manner can be transferred by the City Manager, without further Council action.
- C. **Budget Transfers** – The *Charter (Section 8.07)* provides that the City Manager may transfer balances within departments and programs. A Department Director may request a transfer between line items, or categories of items through the City Manager. Financial Services will make the adjustment upon approval from the City Manager.
- D. **Purchasing** – All City purchases of goods or services will be made in accordance with the City's current Procurement Policy and with State law. In accordance with Texas Local Government Code, Subchapter B, Sections 252.021 and 252.043, the City shall make award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Council may delegate authority to a designated representative in determining the appropriate method of purchase. State law requires any purchase of goods or materials over \$50,000 be formally bid or procured through an approved cooperative. The City's Procurement Policy follows State Law by requiring multiple quotes for most purchases over \$3,000. The City's Procurement Policy requires all contracts greater than \$50,000 annually be approved by the City Council. The following shows a summary of approval requirements for purchases.
1. Local Preference - In accordance with Chapter 271.9051 of the Local Government Code, the City Council may choose to enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with the lowest bidder, or the bidder whose principal place of business is in the municipality if the governing body determines that the local bidder offers the best combination of contract price and additional economic development opportunities, provided that this bid is within 5% of the lowest bid price received from the lowest bidder whose business is not within the City limits. The determination that the local bidder offers the City the best combination of contract price and additional local economic development opportunities will be made in writing.

EXHIBIT B

2. Interlocal Cooperation in Delivery of Services – In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the cost of services, to share facilities and to develop joint programs to improve service to its citizens.
 3. Conflict of Interest – The City will comply with all conflict of interest requirements as mandated by the Texas Government Code and Local Government Code.
- E. **Prompt Payment** – All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

VI. PAY PHILOSOPHY

The City's goal as an employer is to attract and retain quality employees who provide exemplary public service to our community in an effective and efficient manner.

- A. **Adequate Staffing** – Staffing levels will be adequate for the operations and programs of the City to be conducted efficiently and effectively. In order to provide continuing services to a growing population, as well as add new services, staffing levels will be evaluated by the City Manager regularly to determine workloads. Workload allocation alternatives, such as contract labor and contracted services, will be explored before adding additional staff.
- B. **Market Adjustments** – The City shall utilize salary survey data, as well as compensation data from other benchmark cities, as a reference for making market-based adjustments. Market-based adjustments are based upon the job duties and job descriptions of the position, not on performance of the employee within the position. Benchmark cities are identified by the City Council based on parameters such as population, proximity to Hutto, growth rate, and tax base. The cities selected are: Belton, Cedar Park, Cibolo, Georgetown, Kyle, Leander, Little Elm, Pflugerville, Round Rock, Schertz, Seguin and Taylor.
- C. **Merit Adjustments** – The City utilizes a merit-based pay and step-pay plan as a part of the overall compensation system. Council may fund merit increases annually during the budget process to aid in retaining and rewarding quality employees for productivity and job performance. These merit-based adjustments are recommended by the employee's immediate supervisor and reviewed by both the Department Director and the City Manager. Employees may receive a merit increase upon approval of the City Manager based upon performance, or when other situations warrant this type of increase, such as a reclassification due to additional job duties.

VII. CAPITAL MAINTENANCE AND REPLACEMENT

The City shall maintain a Capital Replacement Fund to provide financial resources to replace aging fleet and equipment. Only fleet and equipment included on the City's Fixed Assets inventory will be included on the replacement schedule. Funding will be set aside each year through the annual budget process to fund the future replacement of fleet and equipment.

VIII. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

- A. **Accounting** – The City is responsible for the recording and reporting of its financial affairs, both internally and externally. The City's Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.
- B. **Audit of Accounts** – In accordance with the *Charter Section 8.14*, an independent audit of the City accounts will be performed annually. The auditor is retained by and is accountable directly to the City Council.
- C. **External Reporting** – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Comprehensive Annual Financial Report (CAFR) which shall be presented to the City Council within 180 calendar days of the City's fiscal year

EXHIBIT B

end. The CAFR shall be prepared in accordance with GAAP and shall be presented annually to the GFOA for evaluation and consideration for the Certificate of Achievement in Financial Reporting. If City staffing limitations preclude such timely reporting, the Chief Financial Officer will inform the City Council of the delay and the reasons therefore.

IX. RISK AND ASSET MANAGEMENT

- A. **Risk Management** - The City will utilize programs to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where appropriate. Prevention of loss through the safety program and the employee health program will be employed.
- B. **Investments** – The City Council has formally approved a separate Investment Policy for the City of Hutto that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City.
- C. **Cash Management** - The City shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's depository, the payment of obligations, and the prudent investment of idle funds in accordance with this policy.

X. DEBT MANAGEMENT

The City of Hutto recognizes the primary purpose of capital facilities is to support provision of services and mobility to its residents. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets, including equipment, for the general benefit of its citizens and to allow it to fulfill its various purposes as a city.

- A. **Usage of Debt** - Long-term debt financing will be considered for multi-year capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively-projected revenue sources. The financing period will not exceed the useful life of the improvement and the cost benefit of the improvement, including interest costs, will be positive to the community.

B. **Types of Debt** –

1. **General Obligation Bonds (GO)** – General obligation bonds must be authorized by a vote of the citizens of Hutto. They are used only to fund capital assets of the general government and will not to be used to fund operating needs of the City. The full faith and credit of the City as well as the City's ad valorem taxing authority back general obligation bonds. Conditions for issuance of general obligation debt include:

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- When the project will have a significant impact on the tax rate;
 - When the project may be discretionary or nonessential even though it is routine in nature; or
 - When the project falls outside the normal bounds of projects the City has typically done.
2. Certificates of Obligation, Contract Obligations (CO) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt service for CO bonds may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO bonds when the following conditions are met:
- When the proposed debt will have minimal impact on future effective property tax rates;
 - When the projects to be funded are within the normal bounds of city capital requirements, such as for roads, parks, various infrastructure and City facilities; and
 - When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; or
 - When the project or capital item is determined to be nondiscretionary or essential to the City.

Certificates of obligation will be used with prudent care and judgment by the City Council. Every effort will be made to ensure public participation in decisions relating to debt financing.

3. Self-supporting General Obligation Debt – Refers to general obligation debt including CO bonds issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. The Utility Fund issues this type of debt.
4. Internal Borrowing between City funds – The City can authorize use of existing long-term reserves as “loans” between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.
5. Short-term Borrowing - The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCOs) or Limited Tax Notes (Notes) which are short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs and Notes are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can and should be grouped in a single PPFCO or Note issue in order to develop economies of scale. Notes are limited to a 7 year term.
6. Revenue Bonds – Revenue bonds may be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.
- C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated sale. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of a financial advisor and Chief Financial Officer in the selection of the underwriter or direct purchaser.

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- D. **Disclosure** – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.
- E. **Federal Requirements** – The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.
- F. **Debt Structuring** – The City will issue bonds with maturity not to exceed the useful life of the asset acquired. The structure should approximate overall level debt service and tax rate or revenue source stability unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long-term debt instruments.
- G. **Debt Coverage Ratio** – Refers to the number of times the current combined debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's Utility. The City will maintain a minimum debt service coverage ratio of 1.0 times for these utilities as a whole.
- H. **Reimbursement Resolutions** – The City may utilize reimbursement resolutions for debt financings as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve "cash" to delay bond issues until such time when issuance is favorable and beneficial to the City.

XI. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Hutto will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City.

- A. **Operating Reserves** – In accordance with the Charter Section 8.04, the City is mandated to maintain a 10% reserve. Per the Fiscal and Budgetary policy, the City will maintain emergency reserves at a minimum of 20% of net budgeted operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, general debt service (tax supported), direct cost for purchased power and payments from third party grant funds.
 - 1. **General Fund** – The unobligated fund balance in the General Fund should equal at least 20%.
 - 2. **Utility Fund** – Working capital reserves in these funds should be 20%.Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget. Funds in excess of the minimum reserves may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years.
- B. **Capital Project Funds** – Every effort will be made for all monies within the Capital Project Funds to be expended within thirty-six (36) months of receipt. The fund balance will be invested and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be transferred to the Debt Service fund to service project-related debt service.
- C. **Debt Service Funds for Ad Valorem Tax Obligations** – This fund holds receipts from ad valorem property taxes levied to pay debt service on outstanding ad valorem tax obligations. Due to the nature of the source of funds, monies held within this fund are stable. Balances are

EXHIBIT B

maintained in this fund to ensure that debt service payments may be made in a timely manner and to comply with ordinances authorizing such outstanding debt obligations.

- D. Investment of Reserve Funds** – The reserve funds will be invested in accordance with the City's investment policy.
- E. Sales Tax Excess** – Due to the volatile nature of sales tax revenue, collections over and above the estimated sales tax revenue amount should be used to fund non-recurring expenses, such as (but not limited to) equipment purchases, capital improvement projects, or transfers to the capital replacement fund.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 13D.

AGENDA DATE: March 21, 2019

PRESENTED BY: Tony Host

ITEM:

Reconsideration and possible action on a resolution authorizing the City Manager to execute an agreement with Burditt Consultants LLC for professional services related to the Proposition C Bond park projects. (Eliska Padilla)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

In November 2018 the citizens of Hutto overwhelmingly approved the three Propositions put before them in the bond election. One of those propositions was Proposition C pertaining to parks and recreation. Staff has selected Burditt Consultants LLC to execute the projects associated with that proposition. This is a master services agreement that will have subsequent task orders awarded based on specific projects that have been determined through recommendations from the Parks Advisory Board, Parks Committee, and City Council.

BUDGETARY AND FINANCIAL SUMMARY:

This agreement is not to exceed \$6,000,000.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The projects to be included as future task orders will be in line with the projects outlined by the Parks Committee, Parks and Recreation Advisory Board, and City Council.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the award of the agreement.

SUPPORTING MATERIAL:

1. Resolution

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO. R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BURDITT CONSULTANTS LLC FOR PROFESSIONAL SERVICES RELATED TO PROJECTS RELATED TO PROPOSITION C.

WHEREAS, the Citizens of Hutto approved Proposition C, and;

WHEREAS, the City desires to begin executing the professional services on certain projects, and;

WHEREAS, the city continues to experience rapid growth, and;

WHEREAS, time is of the essence to begin moving toward the ability to award construction contracts for these projects requiring professional services be diligently executed. Now therefore,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The City Council hereby authorizes the City Manager to enter into a contract not to exceed \$6,000,000.00 with Burditt Consultants LLC to provide professional services for the projects associated and included in Proposition C.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the 7th day of February 2019.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 14A.

AGENDA DATE: March 21, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions. (Lisa Brown)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

On July 7, 2018, the City Council approved Ordinance 0-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2018 new terms will expire on June 30, of the corresponding Council Member term. Transition to new terms for current board and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. All current board and commission members have been assigned Place numbers to coincide with existing council members. On June 20, 2018, the Council re-appointed all seated board members to terms aligned with the corresponding member term.

There are several seats on the boards and commissions that were created as a result of the ordinance in July that need to be filled. Additionally, there are some board and commission members who have been reappointed that do not wish to continue past the expiration of their original term and intend to resign their position at that time.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 14B.

AGENDA DATE: March 21, 2019

PRESENTED BY:

ITEM:

Discussion regarding rescheduling the July 4, 2019 City Council meeting.

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

The first July Council meeting coincides with a holiday this year (July 4th). Staff has recommended the meeting be moved to an alternate date and provided two solutions:

Simple Solution: Thursday July 4 moves to Wednesday July 3

Domino Solution: Thursday July 4 moves to Thursday July 11 (giving only one week to the next regularly scheduled meeting).

If you decide to move July 18 to give us two weeks between meetings, then this date moves to July 25.

If we move to July 25 and don't want a week between meetings, then Aug 1 meeting moves to Aug 8.

And two weeks later would move the Aug 15 meeting to Aug 22. Sept and subsequent meetings would be normal.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends we keep the July 4 meeting the same week to simplify things

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						