

STATE OF TEXAS

KNOW ALL MEN BY

COUNTY OF ROCKWALL

THESE PRESENTS

CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Section 212.172 Tex. Local Govt. Code by and between the City of Rockwall, Texas (City) and Loyd Acker Family Partnership, Ltd. ("Owner") the property owner of the hereinafter described property ("Owner's Property") in Rockwall County, Texas:

That property described in a deed from Loyd Acker and Mary Anna Acker to Loyd Acker Family, Ltd., dated May 31, 1988, and recorded at vol. 424 page 97 of the Deed Records of Rockwall County, Texas, less and except that property conveyed to Patrick Lee Acker and June C. Acker by deed dated December 26, 1985, and recorded at vol. 245 page 581 of the Deed Records of Rockwall County, Texas.

The term Owner includes its successors and assigns;

WHEREAS, the City has begun the process required by Chapter 43, Tex. Local Govt. Code to institute annexation proceedings on portions of Owner's Property, and has held public hearings on September 20, and September 23; and

WHEREAS, the Owner has requested that Owner's Property be deleted from annexation, for which this Agreement has been proposed in accordance with Section 212.172 Tex. Local Govt. Code;

WHEREAS, the Owner and the City acknowledge that this Agreement between them is binding upon the City and the Owner and its successors and assigns for the term of the Agreement, per Texas Local Government Code Section 212.172(f), which provides that the agreement between the governing body of the municipality and the landowner is binding on the municipality and the landowner and on their respective successors and assigns for the term of the agreement and;

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Rockwall County; and;

WHEREAS, both the City and the Owner agree that entering into this Agreement addresses the goals and objectives of both parties;

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

Section 1. The above mentioned Owner agrees to petition the City for annexation, upon execution of this Agreement, of a certain parcel of land being a portion of Owner's

Property, which is more particularly described by said petition (the "Annexation Petition") which is attached hereto as Exhibit A. The City agrees that the land so annexed will carry the AG – Agricultural District designation under the City's Comprehensive Zoning Ordinance.

Section 2. For purposes of this Agreement the term the "Subject Property" shall apply to that portion of Owner's Property that is not described in the Annexation Petition.

Section 3. The City guarantees the continuation of the extraterritorial status of the Subject Property and its immunity from annexation by the City for the term of this Agreement and any subsequent renewals of said term as permitted under law.

Section 4. The Owner covenants and agrees that, except as otherwise provided herein, it will not file for plat approval with Rockwall County or the City for any portion of the Subject Property until such property has been annexed into the City and zoned pursuant to applicable state law, said zoning to be at the sole discretion of the City Council. Owner further covenants and agrees that any such plat to be filed shall conform to the City's Comprehensive Land Use Plan; provided, however, that the City waives any requirement for plat approval for subdivision(s) of the Subject Property where such subdivision(s) are in parts being greater than or equal to five (5) acres having adequate public street access and facilities where no new street or public facilities are required to be provided by the City. Owner may file a subdivision plat for approval if such plat contains residential lot sizes of not less than five acres each.

The parties understand that a subdivision plat may not be required under State law for the division of land into tracts greater than or equal to five acres, where each tract has access and no public improvements are being dedicated. Any conveyance pursuant to a subdivision plat for residential lots of not less than five acres each, as permitted above, shall contain a deed restriction prohibiting the placement of a manufactured home (as defined in Texas Occupations Code Section 1201.003) on the property conveyed effective at least until the expiration of ten years following the end of the term of this Development Agreement. No conveyance pursuant to condemnation or deed in lieu of condemnation shall constitute a violation of this Section.

The Owner covenants and agrees that the foregoing limitations on the use of the Subject Property for the Term of this Agreement and any Subsequent Term agreed to by the Parties constitute the Development Plan for the Subject Property.

Section 5. If Owner commences development of the Subject Property by filing a subdivision plat or any other development application showing the location and boundaries of individual parcels of land subdivided into lots for residential lot sizes of less than five (5) acres each or for any non residential use or executes any conveyance to establish such use, such act shall be deemed inconsistent with the Development Plan and shall constitute a petition request for voluntary annexation by the Owners and the Subject Property shall, at the discretion of the City Council, be subject to annexation. The parties agree that such annexation shall be voluntary and the Owner hereby consents to such

annexation as if though a petition for such annexation had been tendered. In that regard, should annexation proceedings begin pursuant to this Section; the Owner acknowledges that such a petition serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan, and hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 Tex Local Govt. Code that would otherwise exist by virtue of any actions Owner has taken inconsistent with the Development Plan for the Subject Property and in violation of Section 4, above. Any annexation proceeding pursuant to this section shall be initiated within 180 days after the city knows of the action by Owner that results in the City's right to annex.

Section 6. During the term of this Agreement the City's Park Master Plan, or subsequent modifications, revisions or versions thereof, shall not be applicable to Owner's Property so that the City will not seek to acquire any of the Owner's Property, by agreement or otherwise, as may be shown on said Plan, unless annexation proceedings are initiated pursuant to Section 5 herein.

Section 7. In reliance on the petition of the Owner to annex the property as described therein, the City agrees not to annex the Subject Property, agrees not to involuntarily institute proceedings to annex the Subject Property, and further agrees not to include the Subject Property in a statutory annexation plan for the Initial and any Subsequent Term of this Agreement. The City's agreement herein is declared to be severable.

Section 8. The Service Plan for the property to be annexed by petition(which shall be in the form attached as Exhibit B to the Annexation Petition which is attached as Exhibit A to this Agreement) shall contain a provision that the area to be annexed is so narrow or comprises such a small area that cannot be used independently under any of the City's development control ordinances, or other regulatory ordinances, so that such ordinances shall not be enforced in said area.

Section 9. Any person who sells or conveys any portion of the Subject Property shall, prior to such sale or conveyance, give 30 days written notice of this Agreement to the prospective purchaser or grantee. A copy of said notice shall be forwarded to the City at the following address:

City of Rockwall
385 S. Goliad
Rockwall, Texas 75087
Attn: City Manager

Section 10. This Agreement is to run with the Subject Property and be recorded in the real property records, Rockwall County, Texas.

Section 11. Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect.

Section 12. This Agreement may be enforced by 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. Entry into this Agreement by Owner waives no rights as to matters not addressed in this Agreement.

Section 13. 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 Section 5.

Section 14. Venue for this Agreement shall be in Rockwall County, Texas.

Section 15. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. The initial term of this Agreement shall be 10 years from January 10, 2005 (the "Initial Term"). If Owner desires to extend the operation of this Agreement beyond its Initial Term, or beyond any Subsequent Term, then Owner, at least 180 days prior to the end of the Initial or Subsequent Term, shall submit a written request to the City for such an extension (an "Extension Request"). The City, at least 90 days prior to the end of the Initial or Subsequent Term, shall notify Owner in writing, delivered by certified mail, with respect to its decision whether to extend this Agreement for an additional five (5) year term (referred to as a "Subsequent Term"). In the event such written notice from the City of its decision is not received by the Owner within said at least 90 days period prior to the end of that Initial Term or a Subsequent Term, such Extension Request is deemed granted and this Agreement continues for another Subsequent Term; provided, however, that Subsequent Terms may be requested by the Owner as stated herein, but in no event to extend beyond a total of forty-five (45) years or as otherwise permitted under Law.

Section 17. If the Owner does not provide an Extension Request pursuant to Section 16, or upon a written decision by the City not to extend the term of this Agreement for a Subsequent Term following the Initial Term or for an additional Subsequent Term, then Owner shall be deemed to have filed a petition for voluntary annexation as of the end of the Initial or Subsequent Term of this Agreement. If Owner submitted an Extension Request then a notice pursuant to Section 16, above, by the City that it has decided not to extend the Term of this Agreement shall also include a notification whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. If Owner did not submit a Extension request then the City, at least ninety days prior to the end of the Initial or Subsequent Term, shall provide a written notification to Owner, by certified mail, whether it intends, subject to the procedures required by law, to accept the petition for voluntary annexation. Any annexation proceedings pursuant to this section shall be commenced within 180 days after the end of the Initial or Subsequent Term in question.

Section 18. Upon termination of this Agreement and the decision by the City to accept the petition for voluntary annexation by the Owner, as provided in Section 17, then Owner and the City will then enter into good faith negotiations regarding the terms of the

annexation and of the service plan to be implemented, provided that, unless the parties agree otherwise, the service plan for such land shall conform to, and be implemented in accordance with, no less than the City's then existing adopted comprehensive and utility master plans. The zoning shall be Agricultural District. In connection with annexation pursuant to this section, the Owners hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 Texas Local Government Code that would otherwise exist by virtue of any actions Owner may take between the termination of this Agreement and the institution of annexation proceedings, if any, by the City.

Section 19. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 17 and 18.

Section 20. The City has presented a Service Plan to Owner in connection with the Annexation Petition. The City agrees to extend that Service Plan for a term so long as this Agreement is in effect. In the event land is to be annexed because of development, under Section 4 herein, the service plan for such land will be the same as that for the remainder of the property to be annexed.

The parties hereto have executed this agreement as of January 3, 2005.

Owner

Loyd Acker Family Partnership, Ltd.

By:


Patrick L. Acker

Attorney in Fact for Loyd Acker, General Partner

1/24/2005

The City of Rockwall, Texas

By:


Julie Couch

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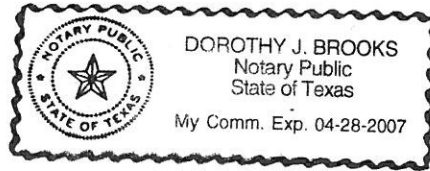
City Manager

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 24th day of January, 200~~4~~⁵, by ^{DAB} Patrick L. Acker, in the capacity stated.

Dorothy J. Brooks
Notary Public, State of Texas



THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 01st day of February, 2005, by Julie Couch, on behalf of the City of Rockwall, Texas. ^{DAB}

Dorothy J. Brooks
Notary Public, State of Texas

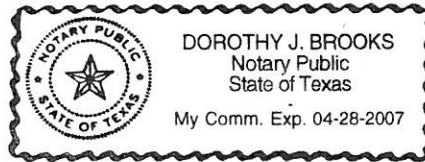


Exhibit A to Development Agreement

STATE OF TEXAS

COUNTY OF ROCKWALL

ANNEXATION PETITION

Loyd Acker Family Partnership, Ltd. ("Owner"), does hereby petition the City of Rockwall, Texas to institute annexation proceedings pursuant to Chapter 43, Tex. Local Govt. Code on a tract (consisting of a strip five feet wide) of land out of that certain tract of land (the "Base Tract") described in a deed from Loyd Acker and Mary Anna Acker to Loyd Acker Family, Ltd., dated May 31, 1988, and recorded at vol. 424 page 97 of the Deed Records of Rockwall County, Texas, as more particularly described by the hereto attached Exhibit A. This petition is presented as an accommodation to the City of Rockwall in order that the City may extend its ETJ, and is further presented based on the following:

- 1) That contemporaneously with the filing of this petition the Owner and the City will enter into the Development Agreement pursuant to Chapter 212 Tex. Local Govt. Code regarding the remainder of Owner's property, to which Development Agreement this petition will be attached as an exhibit.
- 2) That petitioners be able to use the land annexed by this petition in the same manner as the remainder of the land is used, which is primarily for agricultural, residential, and recreational purposes, and that petitioners have engaged in and expect to continue to engage in a wide range of activities that promulgate the natural beauty of the area and wildlife habitat. Further, the City recognizes and agrees that these uses, as to the property to be annexed, do not constitute or present the danger of the imminent destruction of property or injury

to persons, do not constitute public nuisances, do not involve the storage or use of hazardous substances, and do not require modification for the prevention of flooding.

- 3) That the land will be zoned AG – Agricultural District upon annexation and will remain so zoned during the term of the aforesaid Development Agreement.
- 4) That the Service Plan attached as Exhibit B will be adopted by the City as to this annexation and will be continued in effect during the term of the Development Agreement.
- 5) During the term of the Service Plan petitioners will not demand the provision of water or sewer service on the property to be annexed.

Signed this _____ day of January, 2005

Loyd Acker Family Partnership, Ltd.

By: _____

Patrick L. Acker

Attorney in Fact for Loyd Acker, General Partner

Exhibit A to Annexation Petition

The property to be annexed constitutes that portion of the Base Tract, as described in the Annexation Petition to which this Exhibit is attached, which lies within the following described property.

BEING a 24.147 acre tract of land situated in the J. Simmon Survey, Abstract No. 190, the J. Strickland Survey, Abstract No. 187, J.E. Sherwood Survey, Abstract No. 206, M. Simmons Survey, Abstract No. 197 and the J. Smith Survey, Abstract No. 191 in the County of Rockwall, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for a corner at the Northwesterly most corner of Tract 3, a 47.31 acre tract of land owned by William H. Eidt, said point also being on the South line of Tract 3-1, a 17.61 acre tract of land owned by Steve Rinner;

THENCE S87°16'30"W, along the South line of said Tract 3-1 for a distance of 318.92 feet to a point for a corner at the Southwesterly most corner of said Tract 3-1, said point also being in the East line of Anna Cade Road;

THENCE N00°55'01"W, along the said East line of Anna Cade Road and the West line of said Tract 3-1 and the West line of Tract 38, a 10.0 acre tract of land owned by Henry Rohrbacker for a distance of 1305.33 feet to a point for a corner at the Northwesterly most corner of said Tract 38;

THENCE N88°40'06"E, along the North line of said Tract 38 and crossing the Northeasterly most corner of said Tract 38 for a distance of 634.44 feet to a point for a corner at the Southwesterly most corner of Tract 5, a 50.077 acre tract of land owned by Lloyd Acker Family, LTD;

THENCE N0°41'34"W, along the West line of said Tract 5 for a distance of 1309.20 feet to a point for a corner at the Northwesterly most corner of said Tract 5;

THENCE N89°49'18"E, along the North line of said Tract 5 for a distance of 1931.15 feet to a point for a corner at the Northeasterly most corner of said Tract 5;

THENCE N0°39'30"W, along the West line of Tract 2, a 24.378 acre tract of land as owned by Carl Glaze, Et Ux for a distance of 101.56 feet to a point for a corner at the Northwesterly most corner of said Tract 2;

THENCE N89°20'30"E, along the North line of said Tract 2, the North line of Tract 1-01, an 18.498 acre tract of land owned by Carl Glaze, Et Ux and the North line of Tract 2-1, an 18.830 acre tract of land owned by Beth & Randy Talley for a distance of 1992.11

feet to a point for a corner at the Southwesterly most corner of Tract 7, a 91.10 acre tract of land owned by Jack H. & Elizabeth Hittson, said point also being in the East line of Old Millwood Road;

THENCE N04°50'24"E, along the said East line of Old Millwood and following along the West line of said Tract 7 for a distance of 2000.50 feet to a point for a corner at the Northwesterly most corner of said Tract 7 said point also being in the County Line of Rockwall County and Collin County;

THENCE East, along the said County Line and the North line of said Tract 7 for a distance of 1775.29 feet to a point for a corner at the Northeasterly most corner of said Tract7;

THENCE S0°10'35"W, along the East line of said Tract 7 for a distance of 1000.00 feet to a point for a corner;

THENCE West, departing the said East line of Tract 7 for a distance of 1000.00 feet to a point for a corner;

THENCE N0°10'35"E, for a distance of 995.00 feet to a point for a corner;

THENCE West, along a line that is 5.0 feet South of and parallel to the said County Line and the said North line of Tract 7 for a distance of 770.62 feet to a point for a corner;

THENCE S04°50'24"W, along a line that is 5.0 feet from and parallel to the said East line of Old Millwood for a distance of 2000.29 feet to a point for a corner;

THENCE S89°20'30"W along a line that is 5.0 feet South of and parallel to the said North line of Tract 2-1, Tract 1-01, and Tract 2 for a distance of 1991.65 feet to a point for a corner;

THENCE S0°39'30"E for a distance of 101.60 feet to a point for a corner;

THENCE S89°49'18"W, for a distance of 1931.15 feet to a point for a corner;

THENCE S0°41'34"E, along a line that is 5.0 feet from and running parallel to the said West line of Tract 5 for a distance of 1309.10 feet to a point for a corner;

THENCE S88°40'06"W, along a line that is 5.0 feet from and running parallel to the said North line of Tract 38 and 38-1 for a distance of 634.42 feet to a point for a corner;

THENCE S0°55'01"E, along a line that is 5.0 feet from and running parallel to the said West line of Tract 38 and Tract 3-1 for a distance of 1295.21 feet to a point for a corner;

THENCE N87°16'30"E, along a line that is 5.0 feet from and running parallel to the said South line of Tract 3-1 for a distance of 314.0 feet to a point for a corner;

THENCE S0°00'32"E, for a distance of 5.01 feet to the Point of Beginning and containing 24.147 acres (1,051,843 square feet) of land more or less.

Containing .336 acres, more or less.

Exhibit B to Annexation Petition

Service Plan for Annexed Area Annexation Case # _____ City and County of Rockwall, Texas

Acreage Annexed:

.86 acres more or less

Survey Abstract and County:

The Annexed Property consists of those portions of that tract of land described below that constitute the properties subject to annexation by the City of Rockwall pursuant to the Petitions of Steven and Christine Rinner; Henry and Jana Rohrbacker; C. N. and Christy Jones; Loyd Acker Family, Ltd.; Carl E. and Dixon A. Glaze; and Beth and Randy Talley which petitions are dated on or about January 3, 2005.

BEING a 24.147 acre tract of land situated in the J. Simmon Survey, Abstract No. 190, the J. Strickland Survey, Abstract No. 187, J.E. Sherwood Survey, Abstract No. 206, M. Simmons Survey, Abstract No. 197 and the J. Smith Survey, Abstract No. 191 in the County of Rockwall, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for a corner at the Northwesterly most corner of Tract 3, a 47.31 acre tract of land owned by William H. Eidt, said point also being on the South line of Tract 3-1, a 17.61 acre tract of land owned by Steve Rinner;

THENCE S87°16'30"W, along the South line of said Tract 3-1 for a distance of 318.92 feet to a point for a corner at the Southwesterly most corner of said Tract 3-1, said point also being in the East line of Anna Cade Road;

THENCE N00°55'01"W, along the said East line of Anna Cade Road and the West line of said Tract 3-1 and the West line of Tract 38, a 10.0 acre tract of land owned by Henry Rohrbacker for a distance of 1305.33 feet to a point for a corner at the Northwesterly most corner of said Tract 38;

THENCE N88°40'06"E, along the North line of said Tract 38 and crossing the Northeasterly most corner of said Tract 38 for a distance of 634.44 feet to a point for a corner at the Southwesterly most corner of Tract 5, a 50.077 acre tract of land owned by Lloyd Acker Family, LTD;

THENCE N0°41'34"W, along the West line of said Tract 5 for a distance of 1309.20 feet to a point for a corner at the Northwesterly most corner of said Tract 5;

THENCE N89°49'18"E, along the North line of said Tract 5 for a distance of 1931.15 feet to a point for a corner at the Northeasterly most corner of said Tract 5;

THENCE N0°39'30"W, along the West line of Tract 2, a 24.378 acre tract of land as owned by Carl Glaze, Et Ux for a distance of 101.56 feet to a point for a corner at the Northwesterly most corner of said Tract 2;

THENCE N89°20'30"E, along the North line of said Tract 2, the North line of Tract 1-01, an 18.498 acre tract of land owned by Carl Glaze, Et Ux and the North line of Tract 2-1, an 18.830 acre tract of land owned by Beth & Randy Talley for a distance of 1992.11 feet to a point for a corner at the Southwesterly most corner of Tract 7, a 91.10 acre tract of land owned by Jack H. & Elizabeth Hittson, said point also being in the East line of Old Millwood Road;

THENCE N04°50'24"E, along the said East line of Old Millwood and following along the West line of said Tract 7 for a distance of 2000.50 feet to a point for a corner at the Northwesterly most corner of said Tract 7 said point also being in the County Line of Rockwall County and Collin County;

THENCE East, along the said County Line and the North line of said Tract 7 for a distance of 1775.29 feet to a point for a corner at the Northeasterly most corner of said Tract 7;

THENCE S0°10'35"W, along the East line of said Tract 7 for a distance of 1000.00 feet to a point for a corner;

THENCE West, departing the said East line of Tract 7 for a distance of 1000.00 feet to a point for a corner;

THENCE N0°10'35"E, for a distance of 995.00 feet to a point for a corner;

THENCE West, along a line that is 5.0 feet South of and parallel to the said County Line and the said North line of Tract 7 for a distance of 770.62 feet to a point for a corner;

THENCE S04°50'24"W, along a line that is 5.0 feet from and parallel to the said East line of Old Millwood for a distance of 2000.29 feet to a point for a corner;

THENCE S89°20'30"W along a line that is 5.0 feet South of and parallel to the said North line of Tract 2-1, Tract 1-01, and Tract 2 for a distance of 1991.65 feet to a point for a corner;

THENCE S0°39'30"E for a distance of 101.60 feet to a point for a corner;

THENCE S89°49'18"W, for a distance of 1931.15 feet to a point for a corner;

THENCE S0°41'34"E, along a line that is 5.0 feet from and running parallel to the said West line of Tract 5 for a distance of 1309.10 feet to a point for a corner;

THENCE S88°40'06"W, along a line that is 5.0 feet from and running parallel to the said North line of Tract 38 and 38-1 for a distance of 634.42 feet to a point for a corner;

THENCE S0°55'01"E, along a line that is 5.0 feet from and running parallel to the said West line of Tract 38 and Tract 3-1 for a distance of 1295.21 feet to a point for a corner;

THENCE N87°16'30"E, along a line that is 5.0 feet from and running parallel to the said South line of Tract 3-1 for a distance of 314.0 feet to a point for a corner;

THENCE S0°00'32"E, for a distance of 5.01 feet to the Point of Beginning and containing 24.147 acres (1,051,843 square feet) of land more or less.

Date of Adoption of Annexation Ordinance:

Municipal Services to the Annexed Property shall be furnished by or on behalf of the City of Rockwall, Texas, however, due to the limitations of serving the narrow strip annexation area and that the strip is not considered a viable economic unit, that area will not receive City services at this time, including ordinance and code enforcement, as more particularly described and in accordance with the following schedule:

A. Police Services and Fire Services

The Annexed Property is so narrow and comprises such a small area that the provision of ongoing police and fire services is neither practical nor necessary and will not be requested by Owner unless and until the adjacent property belonging to Owner is annexed. As and when the adjacent property belonging to Owner is annexed the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property. In the event a specific crime is committed on the Annexed Property the Rockwall Police Department will cooperate with the Rockwall County Sheriff regarding investigation and arrest.

B. Health and Code Compliance Services

The Annexed Property is so narrow or comprises such a small area that it cannot be used independently under any of the City's development control ordinances, or other regulatory ordinances, so that such ordinances shall not be enforced in said area. As and when the adjacent property belonging to Owner is annexed the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

The City recognizes that Owner engage in a variety of organically based practices to control mosquito populations and that insecticide fogging is inconsistent with those practices. Therefore the City agrees not to engage in insect fogging on the Annexed Property.

C. Planning and Zoning

The Annexed Property is so narrow or comprises such a small area that it cannot be used independently under any of the City's development control ordinances, or other regulatory ordinances, so that such ordinances shall not be enforced in said area. As and when the adjacent property belonging to Owner is annexed the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

D. Recreation and Leisure Services

The Annexed Property is so narrow and comprises such a small area that there will be no residents on the tract. These services will not be requested unless and until the adjacent property belonging to Owner is annexed. At that time the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

E. Solid Waste Collection

The Annexed Property is so narrow and comprises such a small area that there will be no residents on the tract. These services will not be requested unless and until the adjacent property belonging to Owner is annexed. At that time the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

F. Streets

There are no streets on the Annexed Property. The Annexed Property is so narrow and comprises such a small area that there will be no residents on the tract. These services will not be requested unless and until the adjacent property belonging to Owner is annexed. At that time the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

G. Water and Sanitary Sewer Services

The Annexed Property is so narrow and comprises such a small area that the provision of water and sanitary sewer services is neither practical nor necessary and will not be requested by Owner unless and until the adjacent property belonging to Owner is annexed. As and when the adjacent property belonging to Owner is annexed the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

H. Public Utilities

The Annexed Property is so narrow and comprises such a small area that the provision of public utility services is neither practical nor necessary and will not be requested by Owner unless and until the adjacent property belonging to Owner is annexed. As and when the adjacent property belonging to Owner is annexed the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property.

I. Miscellaneous

The Annexed Property is so narrow or comprises such a small area that it cannot be used independently under any of the City's development control ordinances, or other regulatory ordinances, so that such ordinances shall not be enforced in said area. As and when the adjacent property belonging to Owner is annexed the service plan provisions regarding these matters adopted as to that property shall apply to the Annexed Property. If, despite the foregoing, there is any legitimate reason for any city employee or representative to enter the Annexed Property, that will be done only with advance permission and arrangement with Owner.

This Service Plan will remain in effect for the duration of the term of the Development Agreement between Owner and the City entered into contemporaneously with the filing to the Annexation Petition pursuant to which the Annexed Property is being annexed.

The originally signed Annexation Petition was given to Michael Hampton on 2/23/05 for Planning & Zoning Department files.