

COPY

CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Section 212.172 Tex. Local Gov't Code by and between the City of Rockwall, Texas (the "City") and Zula M. Zollner Brooks, individually and as Trustee of the Benjamin H. Zollner Trust ("Owners"), the property owners of the hereinafter described property (the "Property") in Rockwall County, Texas, sometimes individually or collectively referred to as "Party" or "Parties":

That property described as described in Exhibit A (by Tract), which is attached hereto and incorporated by reference herein, comprising ___ acres more or less, and consisting of approximately 10 Tracts of land, as depicted in Exhibit B, which is attached hereto and incorporated by reference herein.

WHEREAS, Owners represent that the Property is within the City's existing extraterritorial jurisdiction; and

WHEREAS, the City has initiated annexation proceedings for the Property in accordance with Tex. Loc. Gov't Code ch. 43; and

WHEREAS, Owners desire that portions of the Property remain in the City's extraterritorial jurisdiction ("ETJ") for the term of this Agreement, including and limited to a portion of Tract 2, and the entirety of Tracts 3, 4 and 5, but consent to the City's immediate annexation of the remaining tracts; and

WHEREAS, Owners desire that they be allowed to establish an additional two manufactured homes on Tract 2 and an additional two manufactured homes on Tract 5 at locations designated by this Agreement, which homes will not necessarily be related to farm or ranching operations on the Property, and which will not be subject to the City's development and design standards for manufactured homes; and

WHEREAS, the City desires to provide for the immediate annexation of Tract 1, a portion of Tract 2, and the entirety of Tracts 6, 7, 8, 9 and 10 lying with the City's existing ETJ, and the annexation, use and development of the Property before and after annexation, including identification of certain zoning and development standards; and

WHEREAS, Owners and the City acknowledge that this Agreement between them is binding upon the City and the Owners and their respective successors and assigns for the term of the Agreement;

WHEREAS, the Rockwall County Appraisal District records show that the Property currently is appraised for ad valorem tax purposes as land for agriculture use pursuant to Tex. Tax Code chapter 23.C; and

WHEREAS, OWNERS represent that it is their intention not to develop the Property inconsistent with this Agreement for its term; and

WHEREAS, Tex. Loc. Gov't Code section 43.035 authorizes a property owner and a municipality to enter into an agreement pursuant to Tex. Loc. Gov't Code section 212.172 for purposes of retaining land in the municipality's ETJ in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply development regulations not inconsistent with agricultural use; and

WHEREAS, Tex. Loc. Gov't Code section 212.172 authorizes the parties to a development agreement to include agreed provisions that pertain to development of land, annexation and zoning after annexation; and

WHEREAS, an agreement pursuant to section 43.035 is not a development permit for purposes of Tex. Loc. Gov't Code ch. 245; and

WHEREAS, the Parties are desirous of entering into an agreement authorized under Tex. Loc. Gov't Code sections 43.035 and 212.172; and

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

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

Section 1. Continuation of ETJ Status. The City guarantees the continuation of the extraterritorial status of the following Tracts of the Property (the "Homestead Tracts") and agrees not to annex such Tracts for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement, as further depicted on Exhibit C, attached hereto and incorporated herein by reference:

- (a) That portion of Tract 2 shown in cross-hatching as depicted on Exhibit C;
- (b) All of Tract 3;
- (c) All of Tract 4; and
- (d) All of Tract 5.

Section 2. Annexation. The Owners irrevocably consent to the immediate annexation of the following Tracts of the Property, as shown on Exhibit C:

- (a) All of Tract 1;
- (b) That portion of Tract 2 without cross-hatching, as depicted on Exhibit C;
- (c) All of Tract 6;
- (d) All of Tract 7;
- (e) All of Tract 8;
- (f) All of Tract 9; and
- (g) All of Tract 10.

Section 3. Development Plan. The Owners covenant and agree that use of the Homestead Tracts for the term of this Agreement and any extensions agreed to by the Parties shall be limited to agricultural uses, including farm-related and ranch-related uses and customary accessory uses, single-family detached farm or ranch dwellings, provided that no single-family dwelling may be located or constructed on a lot smaller than five (5) acres, and HUD-Code manufactured homes, as defined in Exhibit D, which is attached hereto and incorporated herein by reference, and as hereinafter limited. No more than four (4) additional manufactured homes may be located on the Homestead Tracts during the term of this Agreement, as hereinafter further limited in section 4: two (2) on Tract 2 and two (2) on Tract 5. The Owners may apply to the City for division of the land subject to this Agreement into parcels each of which is at least five (5) acres in size for the purposes set forth herein without being in violation of this Agreement. Such uses and activities constitute the development plan for the Homestead Tracts in satisfaction of Tex. Loc. Gov't Code section 212.172(b).

Section 4. Governing Regulations

(A) The following Rockwall regulations, as may be amended from time to time, shall apply to any future development of the Homestead Tracts, provided that the application of such regulations does not result in interference with the use of the land for agricultural purposes and does not prevent the continuation of an otherwise lawful use established prior to the effective date of this Agreement or the first reading of an annexation ordinance including the property, whichever first occurs:

- (1) The Rockwall Zoning Ordinance, Ord. No. 04-38, as amended. For purposes of evaluating any proposed development of the Homestead Tracts under the Zoning Ordinance, the regulations of the lowest intensity single-family residential district shall be used, provided, however, that regulations specifically applicable to manufactured homes under the Ordinance shall not be applicable to such structures.
- (2) The Subdivision Regulations, Chapter 24 of the Code of Ordinances, as amended, together with Standards of Design and Construction, City of Rockwall Texas, as supplemented by the North Central Texas Council of Governments Standard Specifications for Public Works Construction, North Central Texas, 3rd Ed. 1998 (NCTCOG Manual).
- (3) The Building Codes, Ord. No. 08-03, adopting:
 - a. International Building Code, 2006 Edition with regional amendments;
 - b. International residential Code, 2006 Edition with regional amendments;
 - c. The International Fire Code, 2006 Edition with regional amendments;

- d. International Plumbing Code, 2006 Edition with regional amendments;
- e. International Fuel Gas Code, 2006 Edition with regional amendments;
- f. Rockwall Code of Ordinances, Property Maintenance Code, 2003 Edition with regional amendments;
- g. International Private Sewage Disposal Code, 2006 Edition with regional amendments;
- h. Uniform Swimming Pool Code, 2006 Edition with regional amendments;
- i. International Energy Conservation Code, 2006 Edition with regional amendments;
- j. National Electric Code, 2005 Edition with regional amendments.
- k. Rockwall Code of Ordinances, Fences, with amendments;
- l. Rockwall Code of Ordinances, Dangerous Buildings, with amendments; and
- m. Rockwall Code of Ordinances, Moving of Buildings, with amendments.

(4) The Sign Regulations, Section 1 (C); Section II, Section III (B) (2); (Ordinance 84-45).

(B) If, pursuant to this Agreement, portions of the Homestead Tracts are annexed to the City following breach of the covenants by the Owners, the Parties further covenant and agree that the use and development of such land thereafter shall be subject to the regulations of the lowest intensity single-family residential district of the zoning ordinance, any provision governing placement, development or design of manufactured homes, and the subdivision regulations then in effect. In the event any portion of the Homestead Tracts following annexation is rezoned consistent with the City's approved Comprehensive Plan, as may be amended from time to time, the use and development of such land shall be governed by the regulations of the zoning district to which the land is reclassified, and other zoning and subdivision standards in effect at the time of approval of such rezoning.

(C) Two additional manufactured homes that may be established on Tract 5 may be located only within that portion of the southeast quadrant of the tract, located within the crosshatch area shown on Exhibit E, which is attached hereto and incorporated herein by reference, and which is generally bounded by the treelines shown on Exhibit E and by the private road bordering the eastern part of Tract 5.

Section 5. Agreement Deemed Void in Part: Voluntary Annexation.

(A) If an Owner files any application for or otherwise commences development of any portion of the Homestead Tracts inconsistent with the development plan provided in Section 3, this Agreement shall become null and void, except as herein expressly provided otherwise.

(B) Thereafter the City may initiate annexation of the Homestead Tracts pursuant to Tex. Loc. Gov't Code subchapter C-1, or other such other provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the Homestead Tracts under such circumstances. The Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Tex. Loc. Gov't Code section 43.052, or successor statute.

(C) Any development application that is submitted to the City for the Homestead Tracts during the term of this Agreement or during any extension, that is inconsistent with the development plan and governing regulations, shall be denied based upon such plan and governing regulations, which collectively shall constitute regulations in effect at the time such application is submitted. The Owners expressly waive any vested rights that might otherwise arise under Tex. Loc. Gov't Code section 43.002 or Chapter 245, or successor statute, from the submittal of such inconsistent development application. The Owners further agree that no use commenced or completed on the Homestead Tracts that is inconsistent with the development plan shall be considered established or in existence prior to the date that the City annexes the Homestead Tracts pursuant to this section.

(D) The covenants in Sections 3, 4 and 5 shall remain in effect for a period of 120 days following the lawful termination of this Agreement.

Section 5. Notice of Sale. Any person who sells or conveys any portion of the Homestead Tracts 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
City Hall
305 S. Goliad Street
Rockwall, Texas 75087
Attn: City Manager

Section 6. Recording. This Agreement is to run with the Homestead Tracts and be recorded in the real property records, Rockwall County, Texas.

Section 7. Severability. 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. It is the intent of the parties that, should it be determined that any portion of the Homestead Tracts was outside of the City's then existing ETJ at the time this Agreement took effect, the provisions of this Agreement shall apply to the remainder of the Homestead Tracts located within the City's extraterritorial jurisdiction.

Section 8. Remedies. This Agreement may be enforced by either Owners 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 Owners waive no rights as to matters not addressed in this Agreement.

Section 9. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the right of any Party to rely upon the annexation law in effect on the Effective Date of this Agreement, including but not limited to the annexation procedures contained in Tex. Loc. Gov't Code Chapter 43, subchapter C-1, sections 43.061 to 43.065.

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

Section 11. Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 12. Term and Extension. The initial term of this Agreement shall be for a period of seven (7) years from the Effective Date (the "Term"). The Effective Date of the Agreement shall be the date the Agreement is executed by the City. At least 180 days prior to end of the Term of the Agreement, the City shall notify the Owners in writing that the Agreement is due to expire. If Owners desire to extend the operation of this Agreement beyond its Term, the Owners, at least 150 days prior to the end of the 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 Term shall notify Owners in writing, delivered by certified mail, with respect to its decision whether to extend this Agreement for an additional term (referred to as a "Subsequent Term"). In the event such written notice from the City of its decision is not received by the Owners at least 90 days prior to the end of that Term such Extension Request is deemed granted and this Agreement continues for another Subsequent Term.

The Parties hereto have executed this agreement as of 12/23/08 ..

Owners

Zula M Zoller Brooks
Zula M. Zoller Brooks,
Individually and as Trustee
of the Benjamin H. Zoller Trust

The City of Rockwall, Texas

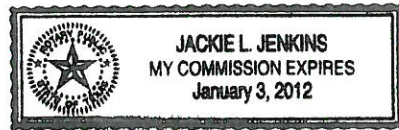
By: [Signature]

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 23rd day of December 2008, by Zela M. Zoller Brooks

Jackie L. Jenkins
Notary Public, State of Texas



THE STATE OF TEXAS }

COUNTY OF }

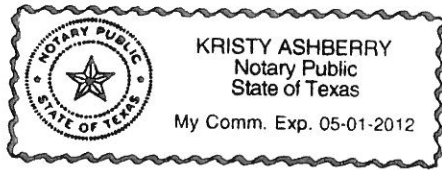
This instrument was acknowledged before me on the _____ day of _____, 2007, by _____.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 22nd day of December, 2008 by Julie Couch, on behalf of the City of Rockwall, Texas.



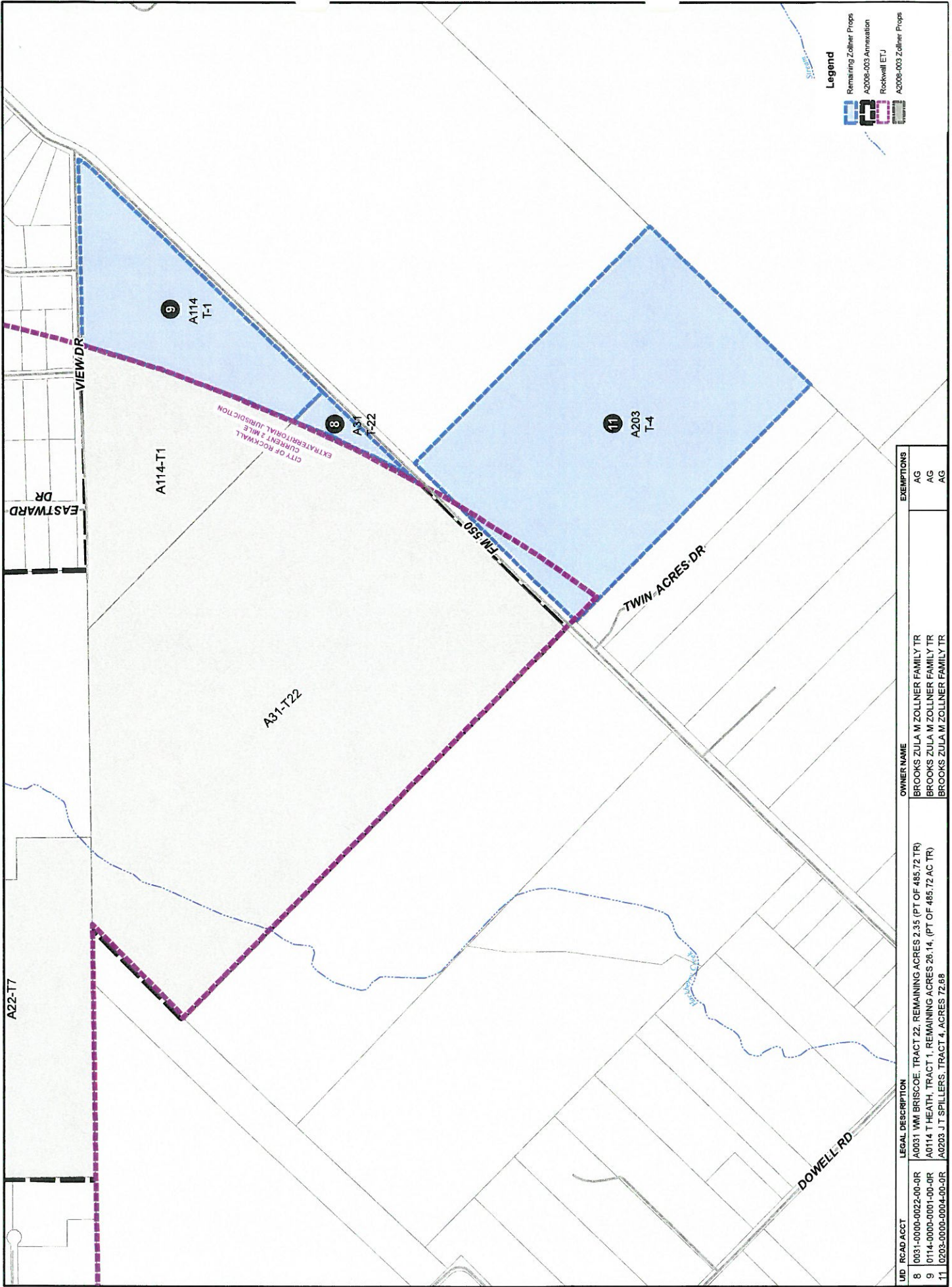
Kristy Ashberry
Notary Public, State of Texas

EXHIBIT

ID	RCAD ACCT	LEGAL DESCRIPTION
1	0182-0000-0001-00-0R	A0182 J H ROBNETT, TRACT ZULA M ZOLLNER BROOKS I AG EXEMPTION
2	0137-0000-0017-01-0R	A0137 J LOCKHART, TRACT BROOKS ZULA M ZOLLNER AG EXEMPTION
3	0137-0000-0017-00-0R	A0137 J LOCKHART, TRACT BROOKS ZULA MAXINE ZC AG & HOMESTEAD EXEMF
4	0137-0000-0001-01-0R	A0137 J LOCKHART, TRACT ZOLLNER BENJAMIN H TI AG EXEMPTION
5	0022-0000-0006-00-0R	A0022 J H BAILEY, TRACT 6, ACRES 40.1 BROOKS ZULA M ZOLLNER FAMILY TR AG & HOMESTEAD EXEMPTION
6	0022-0000-0003-00-0R	A0022 J H BAILEY, TRACT 3, ACRES 58.6, (PT OF 485.72 AC TR) ISBELL ANNIE ZOLLNER ESTATE & ZOLLNER BENJAMIN H IRR TR AG EXEMPTION
7	0022-0000-0007-00-0R	A0022 J H BAILEY, TRACT 7, ACRES 63, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
8	0031-0000-0022-00-0R	A0031 WM BRISCOE, TRACT 22, ACRES 171.5, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
9	0114-0000-0001-00-0R	A0114 T HEATH, TRACT 1, ACRES 47.42, (PT OF 485.72 AC TR) BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
10	0152-0000-0004-00-0R	A0152 J R MARRS, TRACT 4, ACRES 106, HOWELL FARM BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION
11	0203-0000-0004-00-0R	A0203 J T SPILLERS, TRACT 4, ACRES 72.68 BROOKS ZULA M ZOLLNER FAMILY TR AG EXEMPTION

Zollner

212 MAPS



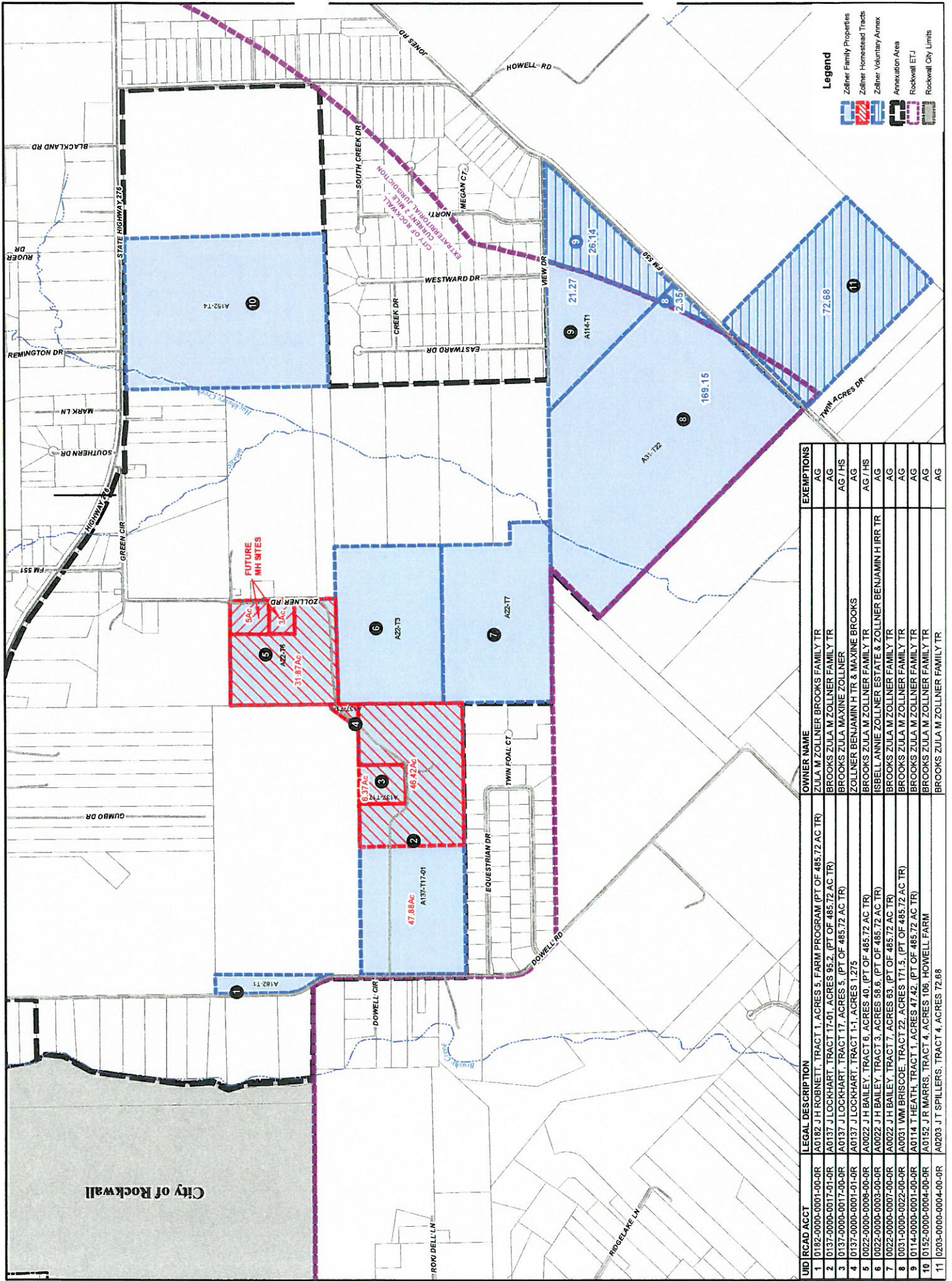
Legend
 Remaining Zollner Props
 A2008-003 Annexation
 Rockwell ETJ
 A2008-003 Zollner Props

UID	RCAD ACCT	LEGAL DESCRIPTION	OWNER NAME	EXEMPTIONS
8	0031-0000-0022-00-0R	A0031 VMI BRISCOE, TRACT 22, REMAINING ACRES 2.35 (PT OF 485.72 TR)	BROOKS ZULA W ZOLLNER FAMILY TR	AG
9	0114-0000-0001-00-0R	A0114 T HEATH, TRACT 1, REMAINING ACRES 28.14, (PT OF 485.72 AC TR)	BROOKS ZULA W ZOLLNER FAMILY TR	AG
11	0203-0000-0004-00-0R	A0203 J T SPILLERS, TRACT 4, ACRES 72.68	BROOKS ZULA W ZOLLNER FAMILY TR	AG



SCALE SOURCE: ROCKWALL COUNTY ASSESSOR'S OFFICE, ROCKWALL COUNTY, TEXAS
 APPRAISAL DISTRICT: NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
 CITY OF ROCKWALL GEOGRAPHIC INFORMATION SYSTEMS
 CITY OF ROCKWALL GEOGRAPHIC INFORMATION SYSTEMS
 0 100 200 300 400 500 600 800
 1 inch = 800 feet

REMAINING ACREAGE - ZOLLNER FAMILY PROPERTIES



UID	RCAD ACCT	LEGAL DESCRIPTION	OWNER NAME	EXEMPTIONS
1	0182-0000-0001-00-0R	AQ182 J H ROBINETT, TRACT 1, ACRES 5, FARM PROGRAM (PT OF 485.72 AC TR)	ZULA M ZOLLNER BROOKS FAMILY TR	AG
2	0137-0000-0017-01-0R	AQ137 J LOCKHART, TRACT 17, 01, ACRES 95.2, (PT OF 485.72 AC TR)	BROOKS ZULA M ZOLLNER FAMILY TR	AG
3	0137-0000-0001-00-0R	AQ137 J LOCKHART, TRACT 17, ACRES 5, (PT OF 485.72 AC TR)	BROOKS ZULA MAXINE ZOLLNER	AG / HS
4	0137-0000-0001-01-0R	AQ137 J LOCKHART, TRACT 17, ACRES 1.275	ZOLLNER BENJAMIN H TR & MAXINE BROOKS	AG
5	0022-0000-0008-00-0R	AQ022 J H BAILEY, TRACT 6, ACRES 40, (PT OF 485.72 AC TR)	BROOKS ZULA M ZOLLNER FAMILY TR	AG / HS
6	0022-0000-0003-00-0R	AQ022 J H BAILEY, TRACT 3, ACRES 58.6, (PT OF 485.72 AC TR)	ISBELL ANNIE ZOLLNER ESTATE & ZOLLNER BENJAMIN H IRR TR	AG
7	0022-0000-0007-00-0R	AQ022 J H BAILEY, TRACT 7, ACRES 83, (PT OF 485.72 AC TR)	BROOKS ZULA M ZOLLNER FAMILY TR	AG
8	0031-0000-0022-00-0R	AQ031 W M BRISCOE, TRACT 22, ACRES 171.5, (PT OF 485.72 AC TR)	BROOKS ZULA M ZOLLNER FAMILY TR	AG
9	0114-0000-0001-00-0R	AQ114 T HEATH, TRACT 1, ACRES 47.42, (PT OF 485.72 AC TR)	BROOKS ZULA M ZOLLNER FAMILY TR	AG
10	0152-0000-0004-00-0R	AQ152 J F WARRS, TRACT 4, ACRES 106, HOWELL FARM	BROOKS ZULA M ZOLLNER FAMILY TR	AG
11	0203-0000-0004-00-0R	AQ203 J T SPILLERS, TRACT 4, ACRES 72.88	BROOKS ZULA M ZOLLNER FAMILY TR	AG

EXHIBIT B-1 Legal Description

BEING a 46.42 acre tract of land situated in the J. Lockhart Survey, Abstract No. 137 in the County of Rockwall, Texas and being more particularly described as follows:

BEGINNING at a point in the Southeastern corner of Abstract 137 J LOCKHART, Tract 17-01, Acres 95.2;

THENCE S 89° 22' 13.458" W following along said Tract 17-01 southern property line for a distance of 780.116 feet to a point;

THENCE S 89° 22' 13.5" W following along said Tract 17-01 southern property line for a distance of 595.878 feet to a point;

THENCE S 89° 8' 56.719" W following along said Tract 17-01 southern property line for a distance of 392.875 feet to a point;

THENCE N 1° 6' 11.797" W departing Tract 17-01 southern property line for a distance of 1293.723 feet to a point;

THENCE N 89° 22' 13.501" E following along said Tract 17-01 northern property line for a distance of 534.17 feet to a point;

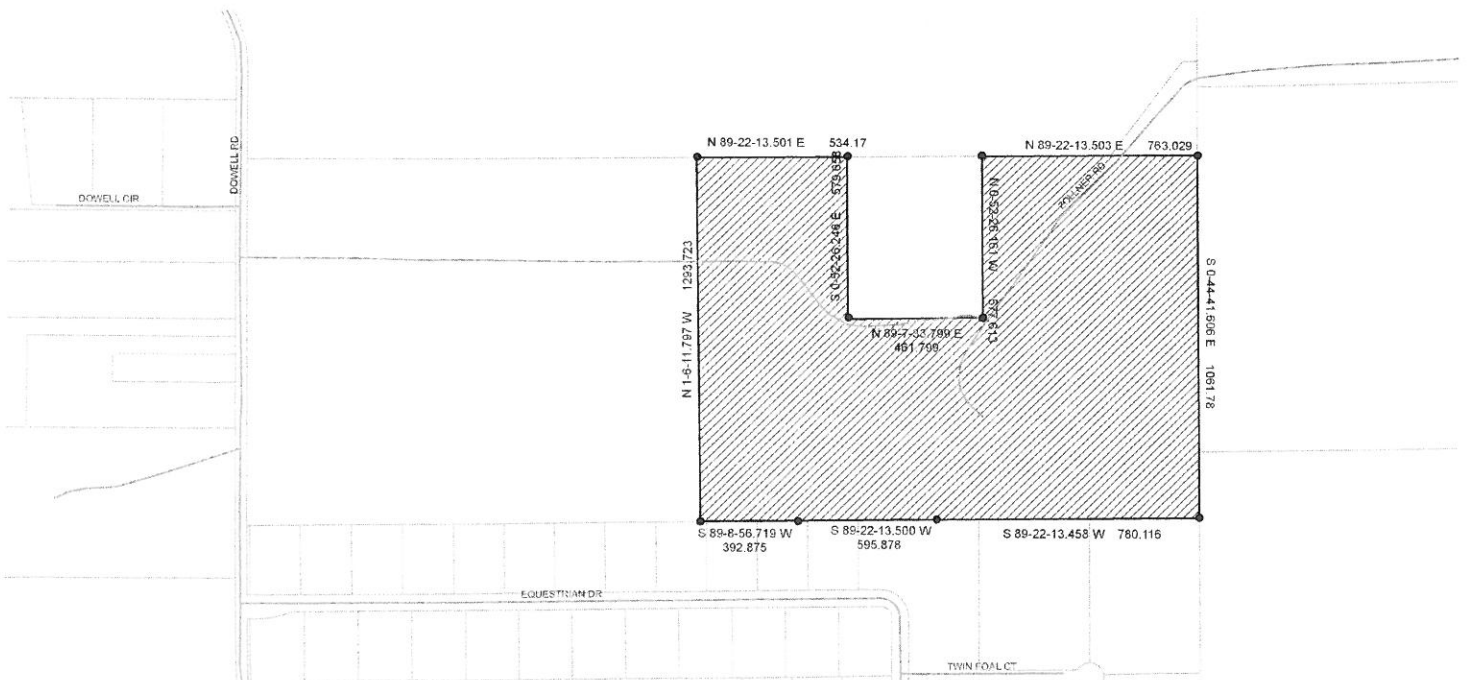
THENCE S 0° 52' 26.246" E following along adjacent Tract 17 western property line for a distance of 579.658 feet to a point;

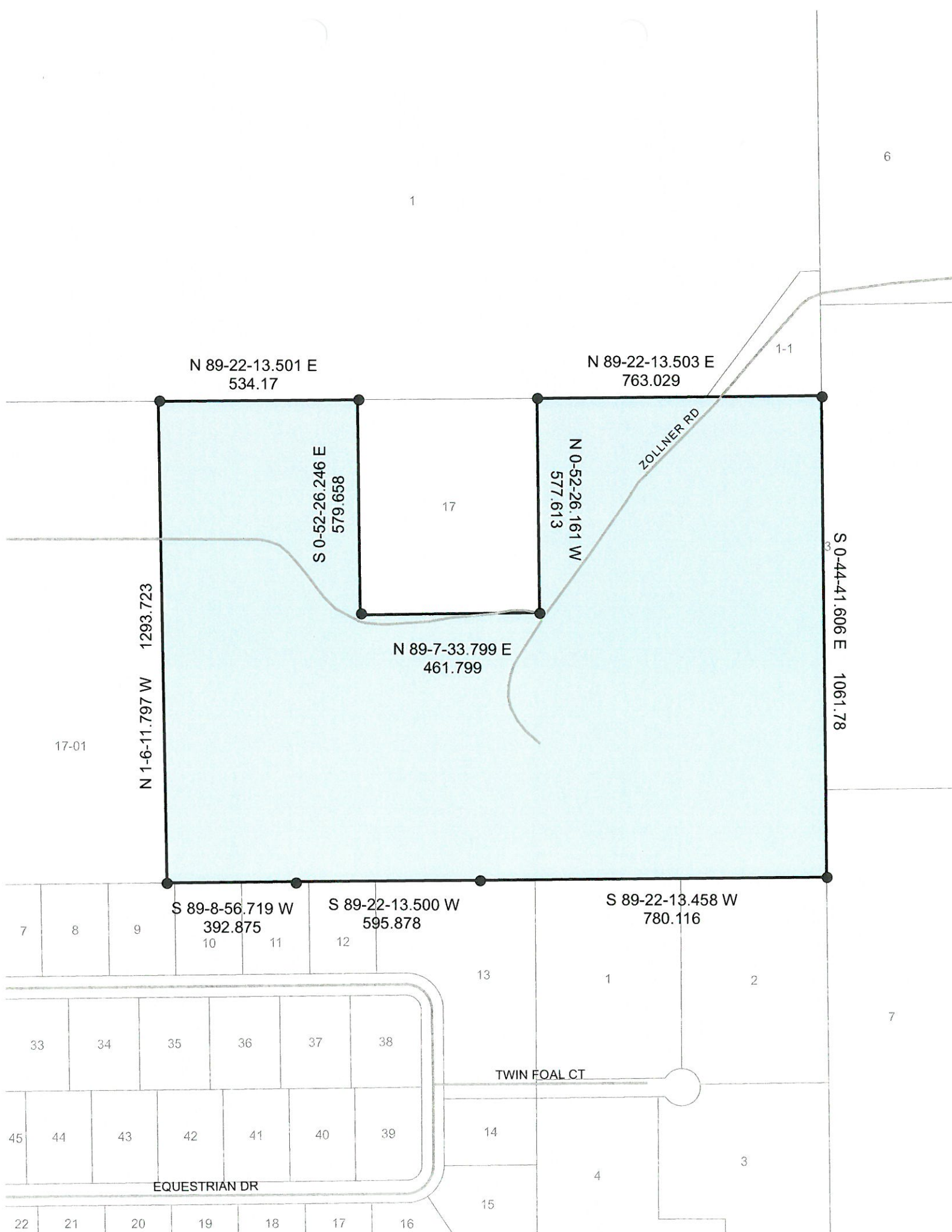
THENCE N 89° 7' 33.799" E following along said Tract 17 southern property line for a distance of 461.799 feet to a point;

THENCE N 0° 52' 26.161" W following along said Tract 17 eastern property line for a distance of 577.613 feet to a point;

THENCE N 89° 22' 13.503" E following along said Tract 17-01 northern property line for a distance of 763.029 feet to a point;

THENCE S 0° 44' 41.606" E following along said Tract 17-01 eastern property line for a distance of 1061.78 feet to a point to the Point of Beginning and containing **46.42** acres of land (2022379.378 square feet) more or less.





6

1

N 89-22-13.501 E
534.17

N 89-22-13.503 E
763.029

1-1

S 0-52-26.246 E
579.658

17

N 0-52-26.161 W
577.613

ZOLLNER RD

N 89-7-33.799 E
461.799

S 0-44-41.606 E
1061.78

N 1-6-11.797 W
1293.723

17-01

S 89-8-56.719 W
392.875

S 89-22-13.500 W
595.878

S 89-22-13.458 W
780.116

7 8 9

10 11

12

13

1

2

7

33 34 35 36 37 38

TWIN FOAL CT

45 44 43 42 41 40 39

14

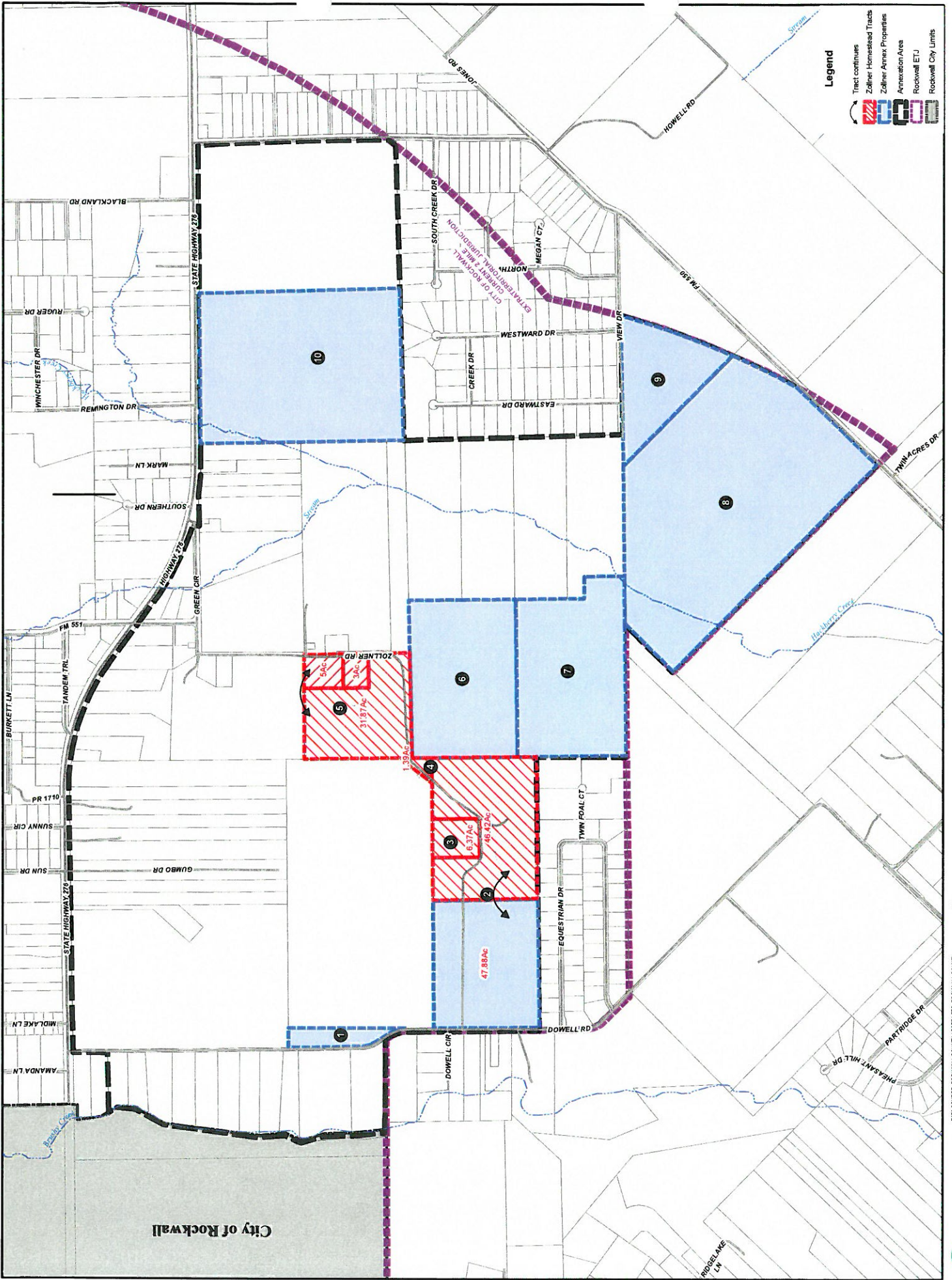
EQUESTRIAN DR

4

3

22 21 20 19 18 17 16

15



Legend

- Tract continues
- Zollner Homestead Tracts
- Zollner Annex Properties
- Annexation Area
- Rockwall ETJ
- Rockwall City Limits

ANNEXATION A2008-003 - ZOLLNER FAMILY PROPERTIES



DATA SOURCE: ROCKWALL COUNTY ABSTRACTS, ROCKWALL COUNTY APPRAISAL DISTRICT, NORTH CENTRAL TEXAS COMMISSION OF GOVERNMENTS, CITY OF ROCKWALL
 0 300 600 900 1,200 1,500 Feet
 CITY OF ROCKWALL GEOGRAPHIC INFORMATION SYSTEMS
 1 inch = 1,500 feet

Exhibit "D"

"HUD-code manufactured home"

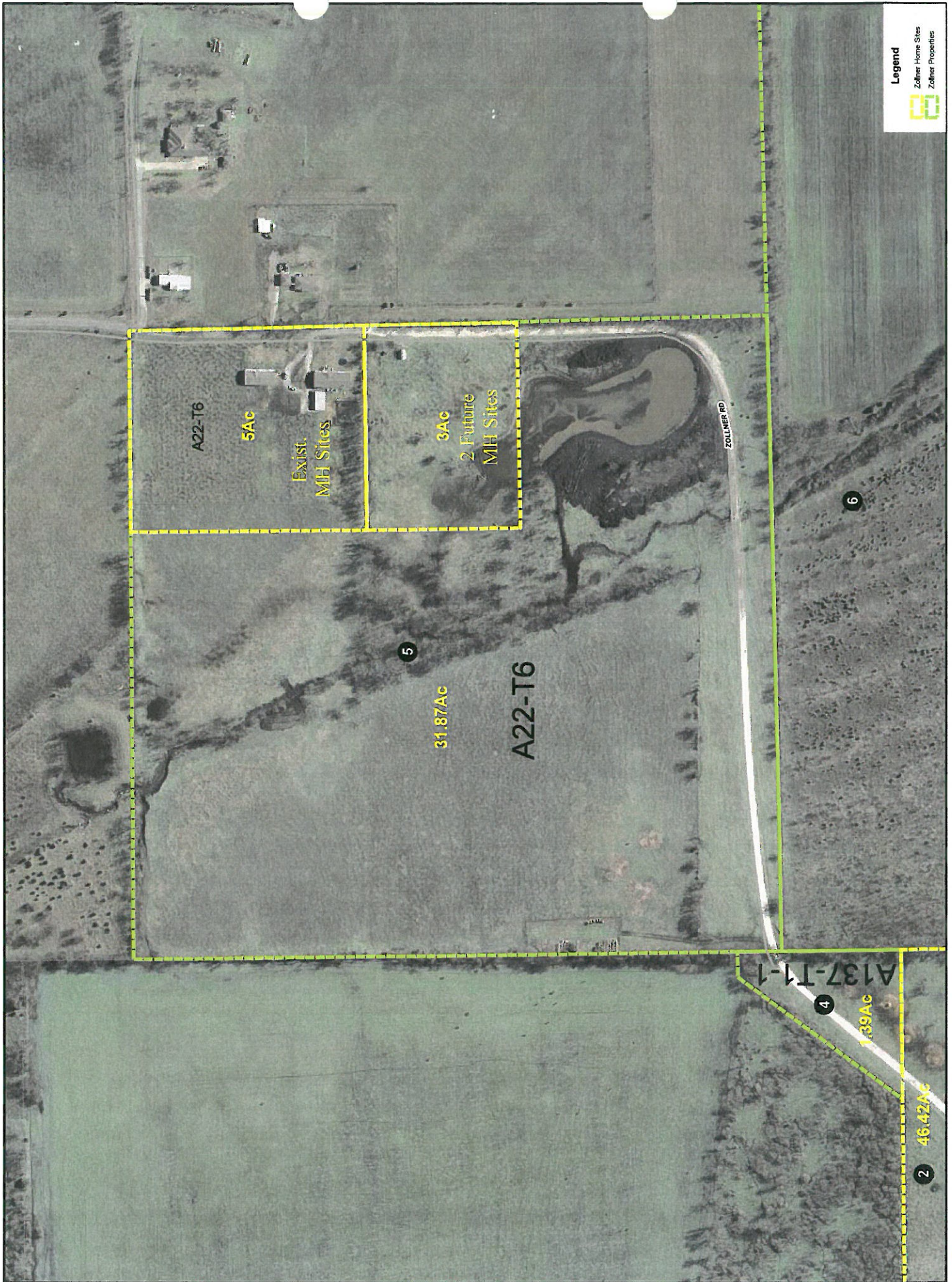
(A) means a structure:

- (1) constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
- (2) built on a permanent chassis;
- (3) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
- (4) transportable in one or more sections; and
- (5) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet;

(B) includes the plumbing, heating, air conditioning, and electrical systems of the home; and

(C) does not include a recreational vehicle as defined by Title 24 of the Code of Federal Regulations, Section 3282.8 (g):

(g) Recreational vehicles. Recreational vehicles are not subject to this part, part 3280, or part 3283. A recreational vehicle is: (1) Built on a single chassis; (2) 400 Square feet or less when measured at the largest horizontal projections; (3) Self-propelled or permanently towable by a light duty truck; and (4) Designed primarily not for use a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.



Legend
 Zollner Home Sites
 Zollner Properties

ZOLLNER FAMILY PROPERTIES



DATA SOURCE: ROCKWALL COUNTY GIS DEPARTMENT, ROCKWALL, TEXAS
 APPRAISAL DISTRICT: NORTH CENTRAL LEASING COUNCIL OF GOVERNMENTS
 CITY OF ROCKWALL GEOSPATIAL INFORMATION SYSTEMS
 CITY OF ROCKWALL GEOSPATIAL INFORMATION SYSTEMS
 0 50 100 150 200 250
 1 inch = 250 feet