



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

This agreement is entered into pursuant to *Section 212.172, Texas Local Government Code* by and between the City of Rockwall, Texas (the 'City') and, **MICHAEL G. BOURCIER**, the property owner(s) of the hereinafter described property (the '*Property*') in Rockwall County, Texas, sometimes individually or collectively referred to as '*Party*' or '*Parties*':

That property described in a deed to **MICHAEL G. BOURCIER**, which is recorded as *Volume 6719 Page 258* of the *Deed Records* of Rockwall County, Texas, and commonly known as *Tax Parcel No. 0080-0000-0013-12-0R*, which is attached hereto as *Exhibit 'A' [Tract 1]*, consisting of approximately **3.0** acres of land, and

That property described in a deed to **MICHAEL G. BOURCIER**, which is recorded as *Volume 6719 Page 258* of the *Deed Records* of Rockwall County, Texas, and commonly known as *Tax Parcel No. 0080-0000-0013-13-0R*, which is attached hereto as *Exhibit 'A' [Tract 2]*, consisting of approximately **2.21** acres of land, and

WHEREAS, the Owner(s) represent(s) that the *Property* is within the City's existing Extraterritorial Jurisdiction ('*ETJ*'), and to the extent that a portion of the *Property* lies outside the City's *ETJ*, the Owner(s) have voluntarily petitioned for inclusion of such land within the City's *ETJ*; and

WHEREAS, the City has initiated annexation proceedings for the *Property* in accordance with *Texas Local Government Code, Chapter 43*; and

WHEREAS, it is the Owner(s) desire that the *Property* remain in the City's *ETJ* for the term of this Agreement;

WHEREAS, the Owner(s) and the City acknowledge that this agreement between them is binding upon the City and the Owner(s) 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 *Texas Tax Code, Chapter 23.C*; and

WHEREAS, the Owner(s) represent(s) that it is their intention not to develop the *Property* during the term of this agreement; and

WHEREAS, the *Texas Local Government Code, Section 43.035* authorizes a property owner and a municipality to enter into an agreement pursuant to *Texas Local Government Code Section, 212.172* for the 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, the *Parties* are desirous of entering into an agreement authorized under *Texas Local Government Code, Section 43.035*; 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 *Property* and agrees not to annex the *Property* 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.

SECTION 2.

Development Plan. The Owner(s) covenant and agree that use of the *Property* for the term of this agreement and any extensions agreed to by the *Parties* shall be limited to farm and ranch related uses and customary accessory uses, and 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. The property owner 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 *Property* in satisfaction of *Texas Local Government Code, Section 212.172(b)*.

SECTION 3.

Governing Regulations.

- (A) The following Rockwall regulations shall apply to any development of the *Property*, as may be amended from time to time, 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 a use established prior to the effective date of this agreement and which remains lawful at the time the agreement is executed:
- (1) The Rockwall *Unified Development Code* [*Ordinance No. 04-38*], as amended; for purposes of evaluating any proposed development of the *Property* under the *Unified Development Code*, the regulations of the lowest intensity single family residential district shall be used.
 - (2) The *Subdivision Regulations, Chapter 24 of the Municipal Code of Ordinances* and 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* (i.e. the *NCTCOG Manual*).
 - (3) The *Building Codes* [*Ordinance 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*, with amendments;
- g. *International Private Sewage Disposal Code, 2006 Edition* with regional amendments;
- h. *Uniform Swimming Pool Code, 2006 Edition* with regional amendments; and
- 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 15-232.C; Section 15-233, Section 15-234.B.15; and Section 5 of Ordinance No. 10-07.*

(B) If, pursuant to this agreement or following termination of the agreement, portions of the *Property* are annexed to the *City*, the *Parties* further covenant and agree that the use and development of such land thereupon shall be subject to the regulations of the lowest intensity single family residential district and the subdivision regulations then in effect. In the event any portion of the *Property* 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 the subdivision regulations in effect at the time of approval of such rezoning.

SECTION 4.

Agreement Deemed Void in Part; Voluntary Annexation.

- (A) If an Owner files any application for or otherwise commences development of any portion of the *Property* inconsistent with the development plan provided in *Section 2, Sections 1 & 3* of this agreement shall become null and void, except as herein expressly provided for.
- (B) Thereafter the *City* may initiate annexation of the *Property* pursuant to *Texas Local Government Code, Subchapter C-1*, or other such provisions governing voluntary annexation of land as may then exist. The Owner(s) expressly and irrevocably consent to annexation of the *Property* under such circumstances. The Owner(s)

further agree(s) 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 *Texas Local Government Code, Section 43.052*, or successor statute.

- (C) Any development application that is submitted to the *City* for the *Property* 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 Owner(s) expressly waive(s) any vested rights that might otherwise arise under *Texas Local Government Code, Section 43.002* or *Chapter 245*, or successor statute, from the submittal of such inconsistent development application. The Owner(s) further agree that no use commenced or completed on the *Property* that is inconsistent with the development plan shall be considered established or in existence prior to the date that the *City* annexes the *Property* pursuant to this section.
- (D) If the *City's* right to annex, as of the date of this agreement, is in any way diminished by a subsequent act by the Legislature of the State of Texas during the five (5) year period or any additional period, that this agreement is in effect, then such act shall be considered as a voluntary petition to annex.

SECTION 5.

Notice of Sale. Any person who sells or conveys any portion of the *Property* shall, prior to such sale or conveyance, give thirty (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:

Attn: City Manager
City of Rockwall
City Hall
305 S. Goliad Street
Rockwall, Texas 75087

SECTION 6.

Recording. This agreement is to run with the *Property* 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 *Property* 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 *Property* located within the *City's* ETJ.

SECTION 8.

Remedies. This agreement may be enforced by either the Owner(s) 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 the Owner(s) waive(s) 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 City's ability to annex the properties covered herein pursuant to *Section 3*.

SECTION 10.

Venue. The 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 five (5) years from the *Effective Date* (the '*Term*'). The *Effective Date* of the agreement shall be the date the agreement is executed by the City. Within 180 days prior to end of the *Term* of the agreement, the City shall notify the Owner(s) in writing that the agreement is due to expire.

SECTION 13.

Termination. The Owner(s) shall be deemed to have filed a petition for voluntary annexation as of the end of the *Term* of this agreement. Any annexation proceedings pursuant to this section shall be commenced within thirty-one (31) days after the end of the *Term*.

SECTION 14.

Negotiations. Upon termination of this agreement and the decision by the City to accept the petition for voluntary annexation by the Owner(s), as provided in *Section 12* or *Section 13*, then the Owner(s) and the City will enter into good faith negotiations regarding 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 the City's then existing adopted comprehensive and utility master plans. Upon annexation the zoning shall initially be for the lowest intensity residential district, until an appropriate change in zoning is made pursuant to *Chapter 211, Texas Local Government Code* or successor statute. 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* of the *Texas Local Government Code* that would otherwise exist by virtue of any actions the Owner(s) may take between the termination of this agreement and the completion of annexation proceedings by the City. Unless the City declines to annex the land on the

petition of the property owners, the development plan and governing regulations shall apply to any proposed development application prior to completion of annexation proceedings and the adoption of permanent zoning regulations for the *Property*, and the development plan and governing regulations shall be kept in effect for such purposes.

SECTION 15.

Survival of Covenants. The covenants in Sections 2, 4, 14, & 15 shall survive termination of this agreement, together with any other provisions, as may be necessary for the implementation of those sections.

The Parties hereto have executed this agreement as of September 20, 2013.

OWNER(S): *Michael Bourcier*

THE STATE OF TEXAS }

COUNTY OF Gregg }

This instrument was acknowledged before me on the 20th day of September 2013, by Michael Bourcier.

Susan D. Allen
Notary Public, State of Texas



THE CITY OF ROCKWALL, TEXAS

Rick Crowley
City Manager

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 1st day of November, 2013, by Rick Crowley, on behalf of the City of Rockwall, Texas.

Laura Perez
Notary Public, State of Texas

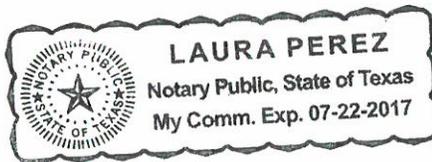


Exhibit 'A'
Property Description / Information

SUBJECT PROPERTY [TRACT 1].

- ✓ **Owner(s):** Michael G. Bourcier
- ✓ **Rockwall Central Appraisal District (RCAD) Account Number:**
0080-0000-0013-12-0R
- ✓ **Legal Description per the Rockwall Central Appraisal District (RCAD):**
A0080 W. W. Ford, Tract 13-12, Acres 3.0, (*Part of a Larger 5.21 Acre Tract of Land*)

SUBJECT PROPERTY [TRACT 2].

- ✓ **Owner(s):** Michael G. Bourcier
- ✓ **Rockwall Central Appraisal District (RCAD) Account Number:**
0080-0000-0013-13-0R
- ✓ **Legal Description per the Rockwall Central Appraisal District (RCAD):**
A0080 W. W. Ford, Tract 13-12, Acres 2.21, (*Part of a Larger 5.21 Acre Tract of Land*)

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
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