

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

THIS AGREEMENT is made and effective this ____ day of _____, 20____, by and between the City of Fort Worth, Texas, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, Wise and Parker Counties, Texas (hereinafter referred to as "City") and _____, hereinafter called "the Owner", whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property within Exhibit A, hereinafter called "the Property", is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City desires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property is described as the property owned by the Owner within the boundaries of the area described in Exhibit A attached hereto and incorporated herein by reference, more particularly described as _____.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax

Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Application of Municipal Regulations. All regulations and planning authority of the City that do not interfere with the use of the land for agriculture, wildlife management or timber use may be enforced with respect to the Property. Such regulations and planning authority may be enforced as they now exists or may hereafter be established or amended, and this Agreement shall not be deemed a permit for the purposes of Texas Local Government Code Chapter 245.

The Owner consents to the applicability of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management or timber, including, but not limited to, development regulations, zoning regulations, building, mechanical, plumbing residential, energy and fire codes, building permit requirements, minimum building standard codes, environmental protection and compliance and health codes, prohibitions on septic tanks, the gas drilling and production ordinance and other City regulations as they currently exist or may be enacted in the future. Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's most recently adopted Comprehensive Plan. Owner agrees that any filing that is not in conformance with the City's Comprehensive Plan will not be deemed a permit for the purposes of the Texas Local Government Code Chapter 245.

The Owner consents to the jurisdiction of the Municipal Court, Boards and Commissions of the City of Fort Worth for the purpose of enforcing City Codes and regulations and prosecuting criminal violations of City regulations on the Property.

4. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision to be filed with any governmental entity having jurisdiction over the Property. If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property as described in this section, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner.

5. Term. This Agreement shall terminate 5 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination, the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

6. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

8. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand, by facsimile, or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Fernando Costa, Assistant City Manager
City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102
Facsimile Number: 817-392-6134

OWNER: _____

Name	Title
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Property Owner Name	
Address	
City, State ZIP Code	

9. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code §43.035.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF FORT WORTH

The Owner

Fernando Costa
Assistant City Manager

Property Owner's Name

Approved as to Form and Legality

By: _____
Assistant City Attorney

ATTEST

City Secretary

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Fernando Costa, Assistant City Manager of the City of Fort Worth, a Texas municipal corporation, on behalf of said corporation.

Notary Public

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the ____ day of _____, 2009, by the Property Owner.

Notary Public

After Recording Return to:
City Secretary
City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102