

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 §§ 43.016 & 212.172

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Fort Worth**, Texas, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, Johnson, Wise, and Parker Counties, Texas (hereinafter referred to as "City") acting by and through its duly authorized City Manager, and Lester Hardin hereinafter called "the Owner", whether one or more natural persons or other legal entities. By the signatures below, the Owner warrants and represents that there are no other owners of any portion of the Property and no other third-parties holding an interest therein.

WHEREAS, the Owner owns a parcel of real property, a total of approximately 8.49 acres of land, as described in Exhibit A, hereinafter called "the Property", that is located within Tarrant County. The Property is located in the extraterritorial jurisdiction "ETJ" of the City and is subject to municipal annexation; and

WHEREAS, the City has begun the process to institute annexation proceedings for the Property; 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 § 43.016 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 Owner desires to have the Property remain in the City's ETJ, 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 Texas Local Government Code § 212.172 provides for the total duration of the contract and any successive renewals or extensions may not exceed 45 years; and

WHEREAS, the Owner and the City acknowledge that this Agreement runs with the land and is binding upon the City and the Owner and owner's respective successors and assigns for the term of this Agreement, as defined below; and

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

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements contained in this Agreement, and other good and valuable consideration, the 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 depicted in **Exhibit A** attached hereto and incorporated herein by reference, more particularly described as approximately 8.49 acres at 1380 Boaz Road and situated in the BOYD, COLEMAN SURVEY Abstract 212 Tract 2N LESS HS, which is appraised for ad valorem tax purposes as land for agricultural use.

2. Continuation of Extraterritorial Status. The parties intend that this Agreement guarantee the continuation of the extraterritorial status as set forth herein. The Property shall not be annexed and shall remain in the ETJ of the City for the term of this Agreement, as long as 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, except for existing single-family residential use of the Property 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. Pursuant to Section 43.016(b)(1)(B) of the Texas Local Government Code, 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 exist or may hereafter be established or amended.

The Owner consents and acknowledges that as of the effective date of this Agreement, the enforcement of all regulations and planning authority of the City consists of, including, but not limited to, subdivision 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. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Owner hereby waives any and all claims under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of this Agreement.

5. Events that Terminate Immunity from Annexation. This Agreement is void if the Owner either fails to continue to use the Property solely for agricultural, wildlife management or timber use 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 or both. 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 for voluntary annexation.

6. 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 or Section 43.016 of the Texas Local Government Code, whichever comes first. The total duration of the contract and any successive renewals or extensions may not exceed 45 years. 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.

7. 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.

8. Notice. 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, shall provide a copy of such disclosure to the City 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 of any change in the agricultural exemption status of the Property.

9. 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:

Dana Burghdoff, Assistant City Manager
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102
Facsimile Number: 817-392-6134

THE OWNER:

Lester Hardin
1380 Boaz Road,
Haslet, Tx. 76052

10. Frustration of Purpose. If any word, shrase, clause, sentence, paragraph, section or other part of this Agreement is affected in whole or in part as a result of amendments to the underlying statutory authority for this Agreement, or a final judcial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends state law in a manner having the effect of limiting or curtailing any right or obligation of the parties under this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. In such case, the parties agree to work in good faith to amend this Agreement so that the prupsoes of this Agreement may be fully realized, including full purpose annexation, if necessary. Owner agrees not to protest annexation of the Property in accordance with this Agreement, and further will not sponsor or support legislation that would hinder the City's ability to annex any protion of the Property in accordance with the provisions thereof.

11. 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.

12. 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.

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

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

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

16. 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 §43.016.

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

CITY OF FORT WORTH

Dana Burghdoff, Assistant City Manager

PROPERTY OWNER

By: Lester Hardin

Name: Lester Hardin

Approved as to Form and Legality:

By: _____
Melinda Ramos, Deputy City Attorney

ATTEST:

By: _____
Jannette Goodall, City Secretary

By: _____
Derek Hull, Contract Manager

Approvals:

M&C: _____

State of Texas §
County of Tarrant §

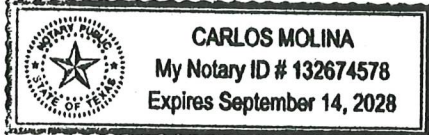
This instrument was acknowledged before me on the _____ day of _____, 20____, by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the 1st day of November, 2024, by Lester Hardin.

By: _____
Notary Public, State of Texas

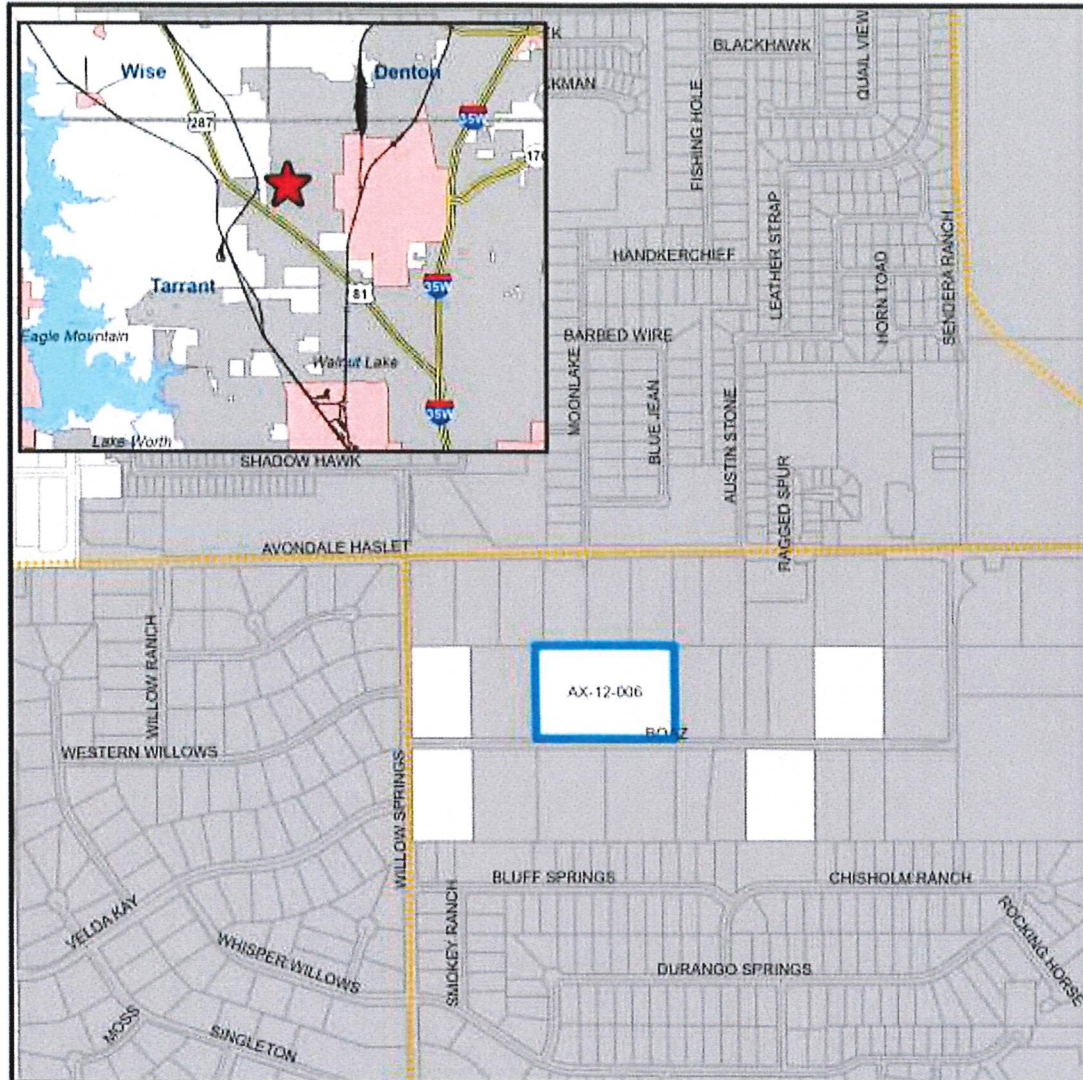


Project Case # AX-12-006

Exhibit A

Property Subject to Development Agreement

Approximately 8.49 Acres Adjacent Council District 10



Fort Worth DESIGNATION

- Full Purpose
- Limited Purpose Extraterritorial Jurisdiction
- County Boundaries
- Adjacent Cities
- Subject Property

0 250 500 1,000 Feet

1:9,600



Developer Services Department
10-28-2024

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