

STATE OF TEXAS  
COUNTY OF BASTROP

§ DISANNEXATION DEVELOPMENT  
§ AGREEMENT WITH  
§ \_\_\_\_\_

This is an DISANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and \_\_\_\_\_ ("Owner", whether one or more).

**WHEREAS**, Owner is owner of that certain \_\_\_\_\_ acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

**WHEREAS**, the City annexed said property into the city limits in 2015 but is now willing to disannex the property under the terms and conditions as described herein, and;

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

**WHEREAS**, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

**WHEREAS**, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

**NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:**

**A. PURPOSE**

The purpose of this Agreement is to comply with all applicable requirements of the Texas Local Government Code pertaining to the annexation and/or disannexation of property into the Elgin city limits.

**B. GENERAL TERMS AND CONDITIONS**

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will be disannexed by the City and will not be annexed by the City of Elgin in the future, so long no action is taken by the Owner or his assigns to file a subdivision plat or any related development document affecting land use of the Property. If such circumstance occurs, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City implementing disannexation proceedings of the Property as described above, the Owner hereby agrees to neither seek nor accept a refund of ad valorem property taxes assessed by the City against the Property during the time the Property was located within the City of Elgin city limits.

3. As further consideration for the City implementing disannexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management and/or timber production.

4. The Owner agrees that the City's single-family residential use requirements apply to the Property, and that the Property shall only be used for single-family residential zoning uses.

5. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute

a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner and any successors or assigns agree that such annexation shall be voluntary, and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

**C. MISCELLANEOUS PROVISIONS**

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin  
Thomas L. Mattis, City Manager  
PO Box 591  
Elgin, Texas 78621

Property Owner:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

**SIGNED** as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF ELGIN, TEXAS**

\_\_\_\_\_  
Thomas L. Mattis  
City Manager, City of Elgin, Texas

**THE STATE OF TEXAS            }**  
**COUNTY OF BASTROP           }**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, City of Elgin, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER(S)**

\_\_\_\_\_  
\_\_\_\_\_

**THE STATE OF TEXAS            }**  
**COUNTY OF BASTROP           }**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**THE STATE OF TEXAS            }**  
**COUNTY OF BASTROP           }**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas