

STATE OF TEXAS )  
COUNTY OF KENDALL )

**Property Owner: KNIPPA JERRY L**

**Property Description: A10346 - SURVEY 184 J M MCCULLOUGH 11.1077 ACRES, (AKA A730) & A10346 - SURVEY 184 J M MCCULLOUGH 33.8802 ACRES, (AKA A730)**

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**  
**DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Boerne, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the “Property”) in Kendall County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

**WHEREAS**, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on Tuesday, May 28<sup>th</sup>, 2019 at 6:00 p.m. and on Tuesday, June 11, 2019 at 6:00 p.m.; and

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, 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 Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

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

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

**Section 1.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

~~the Texas Local Government Code.~~ *gk*

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City, unless otherwise provided in this agreement.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property that is inconsistent with its current use or use by the 501(c)3 organization as referred to in the following paragraph, with Kendall County or the City until the Property has been annexed into, and zoned by, the City, or unless prior written consent of the City has been given.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. However, the Owner may construct accessory structures, or supplementary structures such as a barn or outbuildings, in compliance with all applicable City ordinances and codes.

The Owner has granted a conservation easement on the Property to the Cibolo Conservancy Land Trust, which strictly forbids any subdivision or development. The Easement is recorded at the Kendall County Courthouse. The owner is in the process of transferring ownership of the Property to the Friends of the Cibolo Wilderness, a Section 501(c)3 non-profit whose mission is the conservation of natural resources through education and stewardship. Any lawful activity which is in the furtherance of this mission shall be allowed, subject to the requirements of the conservation easement and this Agreement.

**Section 3.** The Owner acknowledges that if any plat or related development document that is inconsistent with its current use or mission of the 501(c)3, is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then the Property will be subject to annexation at the discretion of the City Council. However, should annexation be triggered by Owner filing a plat or related development document, except as allowed herein, only that portion of the Property included in such plat or related development document shall be subject to annexation. In the event of such annexation, the City shall provide written notice to Owner within ten (10) business days of City's perceived violation of this Agreement stating such violation(s) and intent to annex the Property with a corresponding timeline for such. Services will be provided to Owner's Property as soon as possible in accordance with existing city policy on the date of annexation, and as amended thereafter.

**Section 4.** Pursuant to Sections 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority applicable to properties in the ETJ that do not materially interfere with the current use of the Property for residential, agriculture, wildlife management, timber, or activities in furtherance of the mission of the 501(c)3, in the same manner the regulations are enforced within the City's boundaries.

**Section 5.** The term of this Agreement (the "Term") is 10 years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Term of this Agreement shall be automatically extended for successive ten (10) year terms unless otherwise terminated by mutual agreement of the Parties or pursuant to the terms of this

Agreement. However, this Agreement may not extend past forty five (45) years cumulatively.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned in accordance with the Future Land Use designation for the Property in the City's Master Plan as of the Effective Date of this Agreement, pursuant to the City's Code of Ordinances and applicable state law. Should the Future Land Use categories and corresponding compatible zoning districts in the City's Master Plan change during the Term of this Agreement, a Future Land Use category of equal or more-intense use shall be used to determine zoning.

**Section 7.** Any person who sells or conveys any portion of the Property shall, within thirty (30) days of such sale or conveyance, give written notice of the sale or conveyance to the City. Upon such conveyance, the buyer of such conveyed property shall be independently responsible for compliance with this Agreement and any defaults by the owner of the conveyed property shall not in any way affect the validity or continuation of this Agreement as to other portions of the Property. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within thirty (30) days of any change in the agricultural exemption status of the Property, beginning from the date Kendall County Appraisal District notified the Owner in writing of such change in agricultural exemption status. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Boerne, Texas  
Attn: City Manager  
P.O. Box 1677 Boerne, Texas 78006

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Kendall County, Texas within thirty (30) days of the Effective Date.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner 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.

**Section 11.** 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 the terms of this Agreement.

**Section 12.** Venue for this Agreement shall be in Kendall County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 7<sup>th</sup> day of June, 2019.

Jerry L. Knippa  
Owner

Printed Name: JERRY L. KNIPPA

\_\_\_\_\_  
Owner

Printed Name: \_\_\_\_\_

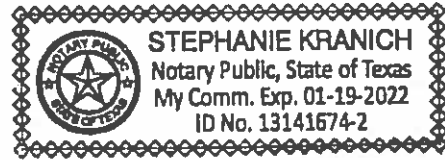
\_\_\_\_\_  
Owner

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Owner

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS       )  
COUNTY OF Kendall       )



This instrument was acknowledged before me on the 7th day of June, 2019, by Jerry Krupper, Owner.

Stephanie Kranich  
Notary Public, State of Texas

THE STATE OF TEXAS       )  
COUNTY OF                       )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Owner.

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

THE STATE OF TEXAS       )  
COUNTY OF                       )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Owner.

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

THE STATE OF TEXAS       )  
COUNTY OF                       )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Owner.

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

Ronald C. Bowman, City Manager, City of Boerne, Texas

THE STATE OF TEXAS        }

COUNTY OF KENDALL        }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Ronald C. Bowman, City Manager, City of Boerne, Texas.

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