

STATE OF TEXAS)
)
COUNTY OF KENDALL)

Property Owner: **BRAESIDE RANCH LLC**
Property Description: **A10166 - SURVEY 174 N FLORES 139.45 ACRES,**
(LAKE EASEMENT), A10166 - SURVEY 174 N FLORES 1.0 ACRES & A10166 -
SURVEY 174 N FLORES 57.55 ACRES

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 Braeside Ranch LLC, whose address is P.O. Box 452, Argyle, Texas 76226 (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 May 28, 2019, and June 11, 2019; 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.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, timber land and/or other rural property uses. Owner reserves all rights to full use and enjoyment of the surface, subsurface, mineral, and air space estates in the Property so long as such does not breach this Agreement. The rights reserved to Owner include, but are not limited to, the following: (1) all agricultural, ranching, and farming uses; (2) hunting and any other rural recreational uses; (3) the construction of single-family residences, accessory structures to single-family residences, hunting cabins, cabins, barns, storage sheds, farm and ranch shops, waterings, fences, other buildings, and other improvements necessary and convenient to the use of the property for agriculture, wildlife management, and timber land; (4) all mineral exploration, mining, drilling, development, and production; (5) constructing or laying of pipe, cable, electric lines or other utilities whether buried or overhead; (6) existing and new fencing; and (7) existing and new roads.

Section 3. The Owner covenants and agrees that Owner will not file any type of subdivision plat or related development document for the Property with Kendall County or the City, unless Owner has first presented a petition for voluntary annexation to the City at the discretion of the City Council. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation 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 agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7).

Section 4. The Owner acknowledges that 100% ownership of the Property must sign this Agreement in order for the Agreement to take full effect. Owner represents and warrants that Braeside Ranch LLC, a Texas limited liability company, is the Owner of 100% of the property.

Section 5. The term of this Agreement (the "Term") shall 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 will be automatically extended for successive ten-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. Deleted.

Section 7. 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. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. 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.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable 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. The state courts of the State of Texas shall have jurisdiction over any lawsuits arising out of or connected with this Agreement; and venue for such lawsuits shall be in the state courts of Kendall County, Texas. All rights to jurisdiction in, or removal to, federal court, are waived. 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 to enforce the performance of any accrued, but unperformed, obligations under the Agreement.

Entered into this 2 day of July, 2019.
1-50

BRAESIDE RANCH, LLC

By: _____

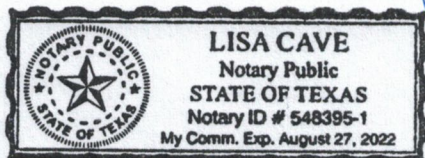
James Edward Bridges, Jr., President

STATE OF TEXAS }

COUNTY OF ~~KENDALL~~ }

DENTON

This instrument was acknowledged before me on the 1 day of July 2019, by James Edward Bridges, Jr., as President of Braeside Ranch LLC.



Lisa Cave
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