

EXHIBIT

"A"

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ **ANNEXATION DEVELOPMENT**
§ **AGREEMENT WITH**
§ **AVERY RANCH COMPANY LTD &**
AVERY EXEMPT TRUSTS

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") Avery Ranch Company, Ltd., and JOHN S. AVERY, Trustee of the John S. Avery Exempt Trust, CHARLES N. Avery, III, Trustee of the Charles N. Avery, III Exempt Trust, A. NELSON Avery, Trustee of the A. Nelson Avery Exempt Trust, and LUCILLE CHRISTINA Avery FELL, Trustee of the Lucille Christina Avery Fell Exempt Trust ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 81.66-acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 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 Williamson 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 requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Round Rock city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Round Rock so long as (1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "AG Exemption"), except for existing single-family residential use, and (2) no action is taken by the Owner or his assigns to file a subdivision plat or any

related development document for a use unrelated to the agriculture, regarding some or all of the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex portions of the Property which are either affected by the removal of the AG Exemption, or which are the subject of the Development Documents. It is expressly understood and agreed that the Owners may develop the Property in phases and that the City of Round Rock will only annex those portions of the Property which are included within "final" subdivision plats.

2. As consideration for the City foregoing annexation 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 or tenant's use of the Property for agricultural purposes, wildlife management, recreational enjoyment, or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Round Rock. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Round Rock Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Round Rock and the Owners.

4. 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 direction of the Council. The Owner and any successors or assigns agrees 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.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson 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 Round Rock

City Manager
221 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)218-5401

Owner

Avery Ranch Company, Ltd., et al
400 E. Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512) 750-1897

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. 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.

11. Discharge of Firearms. Owners may continue to discharge firearms on the property during the pendency of this agreement as may be permitted by Texas law.

SIGNED as of this _____ day of _____, 2016.

CITY OF ROUND ROCK, TEXAS

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2016,
by Alan McGraw, as Mayor and on behalf of the City of Round Rock, Texas.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

PROPERTY OWNERS

Avery Ranch Company, Ltd.
By: CJAC, Inc, its general partner

By: _____
John S. Avery President

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____,
2016,
by John S. Avery, President of CJAC, Inc., General Partner of Avery Ranch Company,
Ltd.

Notary Public, State of Texas

John S. Avery, Trustee of the John S. Avery
Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the _____ day of _____,
2016, by John S. Avery, Trustee of the John S. Avery Exempt Trust.

Notary Public, State of Texas

Charles N. Avery, III, Trustee of the
Charles N. Avery, III Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the ____ day of _____, 2016,
by Charles N. Avery, III, Trustee of the Charles N. Avery, III Exempt Trust.

Notary Public, State of Texas

Seal

A. Nelson Avery, Trustee of the A. Nelson
Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of _____,
2016, by A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust.

Notary Public, State of Texas

Seal

Lucille Christina Avery Fell, Trustee of the
Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2016,
by, Lucille Christina Avery Fell, Trustee of the Lucille Christina Avery Fell Exempt Trust.

Notary Public, State of Texas

Seal

Exhibit A

Areas Proposed for Development Agreement

