

EXHIBIT**"A"****STATE OF TEXAS****§****ANNEXATION DEVELOPMENT****§****AGREEMENT WITH JCN****COUNTY OF WILLIAMSON****§****FAMILY****PARTNERSHIP, LTD.**

THIS ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is between THE CITY OF ROUND ROCK, TEXAS (the "City") and JCN FAMILY PARTNERSHIP, LTD., a Texas limited partnership ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 95.08-acre tract of land as described in **Exhibit A**, attached hereto; and

WHEREAS, the City has advised Owner that the City intends to annex the Property; and

WHEREAS, Owner and the City acknowledge that this Agreement is intended to be binding upon the City, Owner and their respective successors and assigns; and

WHEREAS, this Agreement is to be recorded in the Official Records of Williamson County, Texas;

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

A. PURPOSE.

1. 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 City's city limits.

B. GENERAL TERMS AND CONDITIONS.

1. Both parties agree that, in consideration of the mutual promises stated herein, the Property will not be annexed by the City so long as (1) the Property, except for that portion that is currently used for existing single-family residential use and related appurtenances, continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "Ag Exemption"), and (2) no action is taken by Owner or its successor or assign to file a "final" subdivision plat (a "Final Plat") affecting some or all of the Property for a use unrelated to agricultural use. If one or more of the above circumstances occur, and, in the case of the Ag Exemption, Owner has exhausted its attempts to reinstate the Ag Exemption, the City is authorized to commence proceedings to annex those portions of the Property that are either (a) affected by the removal of the Ag Exemption, or (b) are included in the Final Plat. It is expressly understood and agreed that Owner has the right to develop the Property in phases and that the City will only be entitled to annex such portions of the Property as are actually included within a Final Plat.

2. As consideration for the City foregoing annexation proceedings as described above, 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 its tenant's use of the Property for existing single-family residential use and related appurtenances or for agricultural purposes, wildlife management, recreational enjoyment, specifically including hunting, or timber production (the "Permitted Uses"). The City agrees that Owner may continue to use the Property for the Permitted Uses, the City's regulations and authority notwithstanding.

3. Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property,

and that, except for the existing single-family residential use and related appurtenances, the Property shall only be used for AG zoning uses and the Permitted Uses until such time as the Property is annexed into the City. Upon such annexation, the City agrees to zone the Property (or applicable portion thereof) 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 and the owner of the portion of the Property in question.

4. Owner acknowledges that, if Owner or a successor owner of any portion of the Property violates any condition of this Agreement, then, in addition to the City's other remedies, such act will constitute a petition for voluntary annexation of the portion of the Property owned by the property owner in question, and that portion of the Property will be subject to annexation at the direction of the City Council. Owner and any successor owner agree that such annexation shall be voluntary and such owner hereby consents to such annexation as though a petition for such annexation had been tendered by it.

5. Both parties agree that, upon annexation of a portion 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 portion of the Property in question, conforming to the land use designation for the portion of the Property as shown on 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 and the owner of the portion of the Property in question.

6. If Owner sells or conveys a portion of the Property, the rights and obligations of Owner and the rights and obligations of the purchaser or subsequent owner under this Agreement will be severable, and Owner will not be liable for a default by the purchaser or subsequent owner and vice-versa. After any such sale or conveyance, this Agreement may be amended as to only a portion of the Property by written agreement of the City and the owner or owners of the portion of the Property affected by the amendment and the consent of all of the owners will not be required.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and 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 45 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

JCN Family Partnership, Ltd.
3404 Glenview Avenue
Austin, TX 78703
Travis County
Phone: (512) 467-9686

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. By recordation of this Agreement in the Official Public Records of Williamson County, Texas, any person who purchases any portion of the Property will be deemed to have been given notice of this Agreement. Any such purchaser will promptly give written notice of the purchase 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.

SIGNED as of this _____ day of _____, 2016.

CITY:

CITY OF ROUND ROCK, TEXAS

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE STATE OF TEXAS

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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: _____

OWNER:

JCN FAMILY PARTNERSHIP, LTD., a Texas limited partnership

By: Nelson Homstead Management, L.L.C., a Texas limited liability company, its general partner

By: _____
John C. Nelson, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2016, by John C. Nelson, Manager of Nelson Homestead Management, L.L.C., a Texas limited liability company, general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership on behalf of said limited liability company and limited partnership.

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

Exhibit A

