

NON-ANNEXATION DEVELOPMENT AGREEMENT
(Pursuant to Section 43.016, Texas Local Government Code)

1. PARTIES

- a. “CITY”: **City of Iowa Colony, Texas**
- b. “OWNER” or “LANDOWNER,” whether one or more, jointly and severally

2. DISCLOSURES TO LANDOWNER

The City of Iowa Colony, Texas makes the following disclosures to the Landowner:

- a. The Landowner is not required to enter into this agreement.
- b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Landowner.
- c. This subsection is a plain-language description of the annexation procedures applicable to the land in this document.
 - (1) The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement, such as this one, providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner **rejects** that offer. The City must enter into a municipal service agreement with the landowner. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City’s internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a City ordinance at or after the conclusion of the public hearing.
- d. The procedures for this annexation require the Landowner’s consent.
- e. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

3. ANNEXATION

- a. If accepted, the City shall not annex the Property while this agreement is in effect.

b. The termination of this agreement by any method shall constitute a petition by the then owner of the Property for annexation of the Property by the City. This agreement shall constitute a new petition for annexation each day upon and after the termination of this agreement.

4. TERM AND TERMINATION

If accepted, this Agreement remains in effect for 45 years unless earlier terminated as provided by law or agreement.

5. PERSONS BOUND

This agreement shall run with the land and shall bind the parties and their respective successors and assigns; provided, however, that this agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot.

6. GENERAL

a. Texas Law. This agreement shall be governed by the laws of the State of Texas, including both procedure and substance, but not conflict of laws rules that would result in the application of the law of a different jurisdiction than Texas.

b. Venue. Venue of any suit involving this agreement or the subject matter hereof, whether in contract, tort, or otherwise, shall lie only in Brazoria County, Texas or if there is federal jurisdiction, in a federal court for the Southern District of Texas, Galveston Division or Houston Division.

c. Cumulative Remedies. No Election of Remedies. All rights and remedies in favor of the City or against any person other than the City under this agreement or any other source are cumulative. The pursuit or receipt by the City of any one or more rights or remedies shall not constitute an election of remedies and shall not prevent the City from pursuing and receiving any and all other rights and remedies.

d. Construction of Agreement. The parties hereto agree that this agreement shall not be construed in favor of or against a party on the basis that the party did or did not draft this agreement.

e. Nonwaiver by Nonenforcement. The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this Ordinance or any other law shall never be construed as a waiver of the City's rights to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

f. Nonwaiver of Immunity. Nothing in this agreement or in any act, omission, or condition concerning this agreement or the subject matter hereof shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its officers, agents, employees, or representatives of any nature.

g. Whole Agreement. This written agreement constitutes the entire agreement of the parties concerning the subject matter hereof. Furthermore, each party represents and warrants that it has neither received nor relied upon any written or oral statements, promises, or representations of any nature as an inducement to enter into this agreement, except for the statements written herein.

h. Amendments. The parties wish to avoid any ambiguity as to whether or how this agreement is ever amended. Accordingly, this agreement may not be amended except by a writing signed by all parties and expressly stating that it amends this agreement.

i. Statutory Non-Boycott Representation. Each party other than the City certifies that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this agreement.

j. Multiple Counterparts of this Agreement. This agreement may be executed in multiple or separate counterparts, and it shall be binding when each party has signed an identical counterpart, even if the parties never sign the same counterpart.

k. Notices. Any notice required or permitted to be given under the provisions of this agreement shall be in writing and shall be deemed received upon the earlier of the following: (1) actual receipt, regardless of the delivery method; (2) actual delivery to the address stated in this section, by hand delivery with a receipt for delivery signed by the addressee; (3) actual delivery to the address stated in this section by commercial courier, such as Federal Express or United Parcel Service, that provides tracking or proof of delivery; or (4) the deposit of the notice in the United States mail by certified or registered mail, postage prepaid, addressed as stated in this section. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City: **City of Iowa Colony, Texas**
 Attention: Mayor
 3144 Meridiana Pkwy
 Iowa Colony, Texas 77583

To the Owner: **Address:**

Attention: _____

A party may designate a different address by giving each party ten days' written notice, as herein provided.

l. Authority to Sign this Agreement. Each person signing this Agreement represents and warrants that such person has the authority to do so and to bind the party for whom they purport to sign to the terms of this agreement.

m. Effective Date. The Effective Date of this agreement shall be the date has been signed by all parties.

CITY:

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

Date Signed: _____

ATTEST:

Kayleen Rosser, City Secretary

Date Signed: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.
- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

SIGN HERE TO **REJECT** THE FOREGOING NON-ANNEXATION DEVELOPMENT AGREEMENT.

OWNER:

Name: _____

Signature: _____

Title (if applicable): _____

Date: _____

OR

SIGN HERE TO **ACCEPT** THE FOREGOING NON-ANNEXATION DEVELOPMENT AGREEMENT.

OWNER:

Name: _____

Signature: _____

Title (if applicable): _____

Date: _____

EXHIBIT “A”

PROPERTY DESCRIPTION