

Petition Requesting Annexation
by Area Landowners

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF JOHNSON CITY, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present City limits so as to include as part of the City of Johnson City, Texas the following described territory, to wit:

Old River Crossing between, generally, U.S. Hwy. 281 and Trail Rock Drive. See attached surveys and rights-of-way legal descriptions.

We certify that the above described tract of land is contiguous and adjacent to the City of Johnson City, Texas, is not more than one-half mile in width, and that this Petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

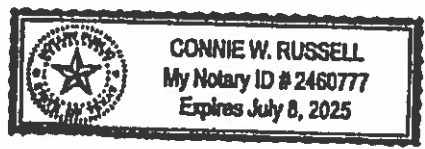
Signed: Brett Bray
Signed: Brett Bra. / Blanco County Judge 10/15/2021
Signed: _____

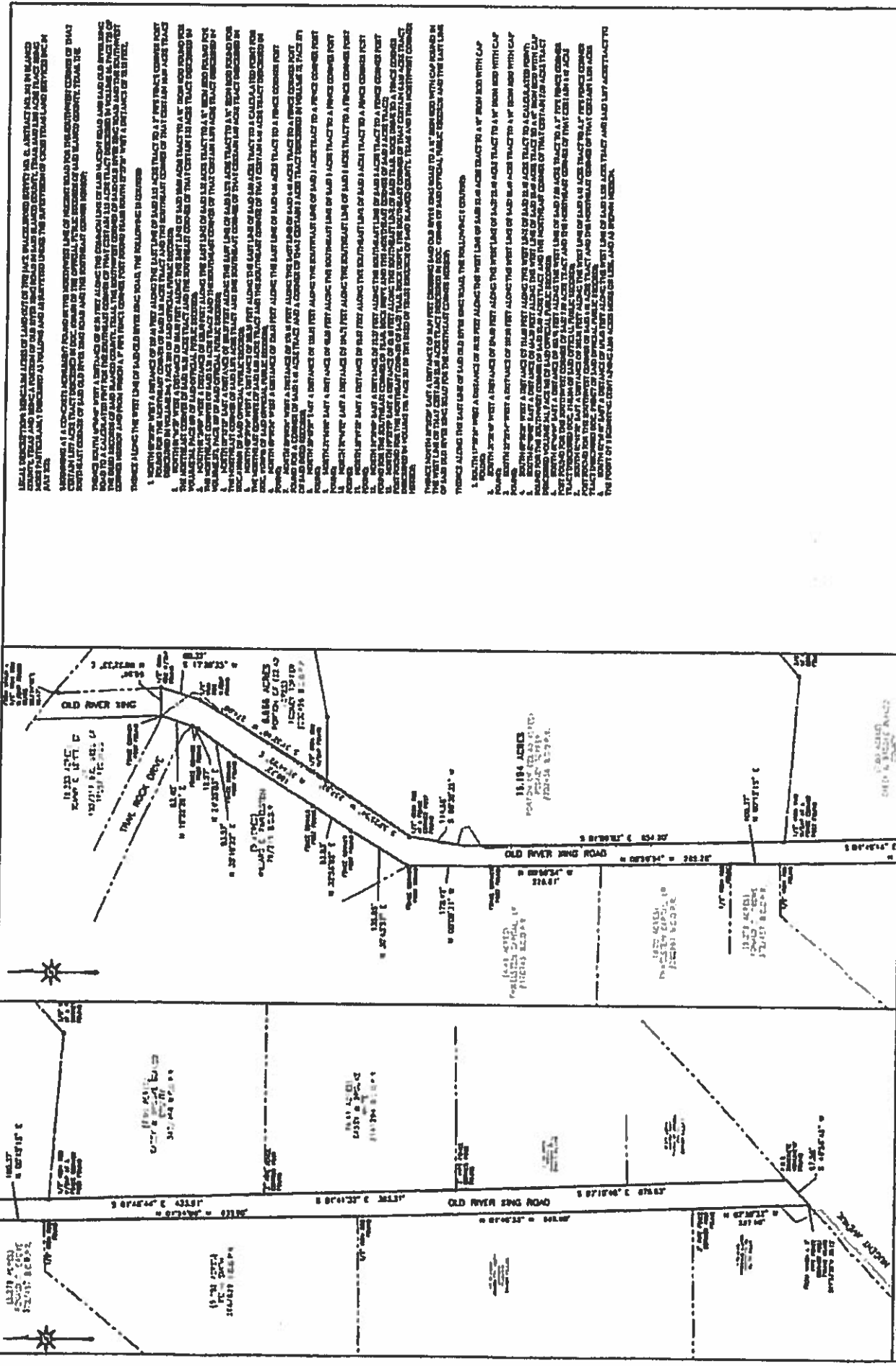
STATE OF TEXAS §
COUNTY OF BLANCO §

Before me, the undersigned authority, on this day personally appeared Brett Bray, and _____, known to me to be the person(s) whose name(s) is/are subscribed to the forgoing instrument and acknowledged to me that she/he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, the 15th day of October, 2021.

Notary Public:
Connie W. Russell
Printed Name CONNIE W. RUSSELL





PROPERTY INFORMATION		OWNER INFORMATION		LEGAL DESCRIPTION	
Parcel No.	15,184	Owner Name	...	Section	...
Area	15,184 ACRES	Address	...	County	...
Legal Description	...				
Map No.	...	Scale	...	Date	...
Surveyor	...	Professional Seal	...	Signature	...

LEGAL DESCRIPTION: Being 3.266 acres of land out of the Jack Shackelford Survey No. 41, Abstract No. 561 in Blanco County, Texas and being a portion of Old River Xing Road in said Blanco County, Texas; Said 3.266 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in July 2021:

BEGINNING at a concrete monument found in the northwest line of Nugent Road for the southwest corner of that certain 2.877 acre tract described in Doc. #204289 of the Official Public Records of said Blanco County, Texas, the southeast corner of said Old River Xing Road and the southeast corner hereof;

THENCE South 46°56'45" West a distance of 67.58 feet along the common line of said Nugent Road and said Old River Xing Road to a calculated pint for the southeast corner of that certain 5.15 acre tract described in Volume 86, Page 725 of the Deed Records of said Blanco County, Texas, the southwest corner of said Old River Xing Road and the southwest corner hereof and from which a 3" pipe fence corner post found bears South 21°23'26" West a distance of 25.12 feet;

THENCE along the west line of said Old River Xing Road, the following 13 courses:

1. North 02°30'32" West a distance of 237.66 feet along the east line of said 5.15 acre tract to a 3" pipe fence corner post found for the northeast corner of said 5.15 acre tract and the southeast corner of that certain 10.00 acre tract described in Volume 344, Page 281 of said Official Public Records;
2. North 01°46'33" West a distance of 686.90 feet along the east line of said 10.00 acre tract to a ½" iron rod found for the northeast corner of said 10.00 acre tract and the southeast corner of that certain 5.32 acre tract described in Volume 366, Page 899 of said Official Public Records;
3. North 01°24'06" West a distance of 633.90 feet along the east line of said 5.32 acre tract to a ½" iron rod found for the northeast corner of said 5.32 acre tract and the southeast corner of that certain 5.278 acre tract described in Volume 372, Page 457 of said Official Public Records;
4. North 00°15'15" East a distance of 100.37 feet along the east line of said 5.278 acre tract to a ½" iron rod found for the northeast corner of said 5.278 acre tract and the southeast corner of that certain 8.00 acre tract described in Doc.#202681 of said Official Public Records;
5. North 00°59'54" West a distance of 265.26 feet along the east line of said 8.00 acre tract to a calculated point for the northeast corner of said 8.00 acre tract and the southeast corner of that certain 4.46 acre tract described in Doc. #170743 of said Official Public Records;
6. North 00°59'54" West a distance of 226.61 feet along the east line of said 4.46 acre tract to a fence corner post found;

7. North 00°09'31" West a distance of 170.42 feet along the east line of said 4.46 acre tract to a fence corner post found for a corner of said 4.46 acre tract and a corner of that certain 5 acre tract described in Volume 78, Page 271 of said Deed Records;
8. North 30°43'57" East a distance of 135.85 feet along the southeast line of said 5 acre tract to a fence corner post found;
9. North 32°56'02" East a distance of 93.03 feet along the southeast line of said 5 acre tract to a fence corner post found;
10. North 31°44'22" East a distance of 189.72 feet along the southeast line of said 5 acre tract to a fence corner post found;
11. North 35°19'22" East a distance of 93.57 feet along the southeast line of said 5 acre tract to a fence corner post found;
12. North 24°35'03" East a distance of 12.27 feet along the southeast line of said 5 acre tract to a fence corner post found for the southeast corner of Trail Rock Drive and the northeast corner of said 5 acre tract;
13. North 19°22'29" East a distance of 63.40 feet along the southeast line of said Trail Rock Drive to a fence corner post found for the northeast corner of said Trail Rock Drive, the southeast corner of that certain 8.330 acre tract described in Volume 193, Page 317 of the Deed of Trust Records of said Blanco County, Texas and the northwest corner hereof;

THENCE North 88°22'33" East a distance of 56.59 feet crossing said Old River Xing Road to a ½" iron rod with cap found in the west line of that certain 22.40 acre tract described in Doc. #202456 of said Official Public Records and the east line of said Old River Xing Road for the northeast corner hereof;

THENCE along the east line of said Old River Xing Road, the following 8 courses:

1. South 17°20'35" West a distance of 80.32 feet along the west line of said 22.40 acre tract to a ½" iron rod with cap found;
2. South 31°32'40" West a distance of 274.08 feet along the west line of said 22.40 acre tract to a ½" iron rod with cap found;
3. South 33°25'54" West a distance of 237.92 feet along the west line of said 22.40 acre tract to a ½" iron rod with cap found;
4. South 08°30'35" West a distance of 114.68 feet along the west line of said 22.40 acre tract to a calculated point;
5. South 01°09'02" East a distance of 654.20 feet along the west line of said 22.40 acre tract to a ½" iron rod with cap found for the southwest corner of said 22.40 acre tract and the northeast corner of that certain 7.00 acre tract described Volume 342, Page 968 of said Official Public Records;
6. South 01°46'44" East a distance of 433.91 feet along the west line of said 7.00 acre tract to a 3" pipe fence corner post found for the southwest corner of said 7.00

- acre tract and the northeast corner of that certain 4.41 acre tract described Doc. #141294 of said Official Public Records;
7. South $01^{\circ}41'32''$ East a distance of 393.31 feet along the west line of said 4.41 acre tract to a 3" pipe fence corner post found for the southwest corner of said 4.41 acre tract and the northeast corner of that certain 1.138 acre tract described Doc. #103677 of said Official Public Records;
 8. South $02^{\circ}10'48''$ East a distance of 676.63 feet along the west line of said 1.138 acre tract and said 2.877 acre tract to the POINT OF BEGINNING containing 3.266 acres more or less, and as shown on a certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

LEGAL DESCRIPTION: Being 1.533 acres of land out of the Jack Shackelford Survey No. 41, Abstract No. 561 in Blanco County, Texas and being a portion of Old River Xing Road in said Blanco County, Texas; Said 1.533 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in July- September 2021:

BEGINNING at a calculated point in the southeast line of Nugent Avenue for the northeast corner of that certain 2.531 acre tract described in Volume 389, Page 589 of the Official Public Records of said Blanco County, Texas and the northwest corner hereof and from which a bent ½" iron rod at a pipe fence corner post found bears North 01°28'45" West a distance of 0.43 feet;

THENCE North 47°00'47" East a distance of 101.36 feet along the south line of said Nugent Avenue to a ½" iron rod with cap set for the northwest corner of that certain 2.47 acre tract described in Doc. #180391 of said Official Public Records and the northeast corner hereof and from which a concrete highway monument found bears North 14°09'29" West a distance of 114.53 feet;

THENCE along the west line of said 2.47 acre tract, the following 2 courses:

1. South 01°27'27" East a distance of 648.22 feet to a ½" iron rod with cap set;
2. South 85°13'18" East a distance of 8.38 feet to a ½" iron rod with cap set in the west line of U.S. Highway No. 281 for the southwest corner of said 2.47 acre tract and the southeast corner hereof;

THENCE along the west line of said Highway with a curve turning to the left with an arc length of 625.77 feet, a radius of 3388.22 feet and a chord of South 06°10'34" West a distance of 624.88 feet to a calculated point in the east line of that certain 6.94 acre tract described in Volume 259, Page 801 of said Official Public Records for the southwest corner hereof;

THENCE North 01°34'12" West, at a distance of 520.9 feet pass a 12" pine fence corner post found, in all a total distance of 610.97 feet along the east line of said 6.94 acre tract, the east line of that certain 0.786 acre tract described in Volume 124, Page 663 of the Deed Records of said Blanco County, Texas and the east line of that certain 0.707 acre tract described in Volume 187, Page 135 of said Official Public Records to a ½" iron rod at a pipe fence corner post found for the northeast corner of said 0.707 acre tract and the southeast corner of said 2.531 acre tract;

THENCE North 01°27'27" West a distance of 590.30 feet along the east line of said 2.531 acre tract to the **POINT OF BEGINNING** containing 1.533 acres more or less, and as shown on a certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".



Development Services
P.O. Box 369 (Mailing)
303 F. Pecan St. (Physical)
Johnson City, Texas 78036
(830) 868 7111, Ext. 3
(830) 868 7716 (Fax)

APPLICATION DATE: 10/15/21

ANNEXATION PACKET (LESS THAN 3 LANDOWNERS)

The City of Johnson City, Texas is pleased that you are considering voluntary annexation into our City. This packet explains the annexation process in a Type A General Law Municipality, and it provides the required Annexation Petition Form for presentment to the Johnson City City Council.

Questions to consider before beginning the voluntary annexation process:

- 1) Is the territory located within the City of Johnson City's Extraterritorial Jurisdiction (ETJ)?
- 2) Is the territory contiguous to the City limits?
- 3) How many homes are in the territory?

The City of Johnson City is a Type A General Law Municipality and can only annex territory at the request of area landowners or voters. The territory must be contiguous to the City limits, and it must meet other criteria, explained herein, before the annexation process can begin. The Petition for Annexation must be signed by a majority of the landowners or voters living in the territory to be annexed.

The request for annexation will be considered solely by the City Council, which holds sole discretion in granting or denying a Petition for Annexation. Annexations may be granted within ninety (90) days after the petition is certified by the Mayor.

The procedure for an annexation is as follows:

- 1) Landowners or voters submit a petition requesting annexation by the City of Johnson City.
- 2) The petition is reviewed by the City Staff to determine if the area meets the required criteria.
- 3) At a City Council meeting, the Mayor certifies the petition and directs City Staff to commence annexation proceedings. Public hearing dates are set at this time.
- 4) The Municipal Service Plan is prepared by City Staff and written notice is mailed to property owners.
- 5) The City Council holds two (2) public hearings.
- 6) The City Council approves, denies, or approves with modifications an annexation ordinance with an effective date.
- 7) Zoning classifications will be assigned within 180 days after annexation.

This information is intended to provide general information regarding voluntary annexation. Please contact the Chief Administrative Officer at rschroder@johnsoncitytx.org or 830.868.7111, Ext. 8, for more information.

RESOLUTION NO. R21-068

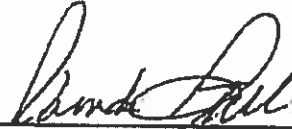
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS APPROVING AN INTERLOCAL AGREEMENT FOR THE ANNEXATION OF OLD RIVER CROSSING ROAD AND OTHER MATTERS RELATED TO THE DEVELOPMENT OF A RECREATIONAL VEHICLE PARK IN THE CITY OF JOHNSON CITY AND BLANCO COUNTY, TEXAS

WHEREAS, the City of Johnson City (hereinafter referred to as the "City") is desirous to enter into an Interlocal Agreement with Blanco County for the voluntary annexation of Old River Crossing Road and other matters related to the development of a recreational vehicle park, as provided in a Development Agreement attached to Exhibit A herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS THAT:

Section One. The Interlocal Agreement, attached hereto as Exhibit "A", is hereby approved.

PASSED AND APPROVED this 17th day of August, 2021, to be effective upon approval.



Rhonda Stell, Mayor
City of Johnson City, Texas

ATTEST:



Rick A. Schroder, CAO/City Secretary
City of Johnson City, Texas

Interlocal Agreement

**State of Texas §
County of Blanco §**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between Blanco County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through its County Judge, Brett Bray, and the City of Johnson City, a Type A General Law Municipality and political subdivision of the State of Texas (hereinafter referred to as "City"), by and through its Mayor, Rhonda Stell.

WHEREAS, BSL JCTX, LP (hereinafter referred to as "Developer") intends to develop a recreational vehicle (RV) park at 675 Old River Crossing Road (hereinafter referred to as "Property") within the City's extraterritorial jurisdiction (hereinafter referred to as "ETJ"); and

WHEREAS, the Developer desires to connect to the City's water and wastewater system located on N. Nugent Ave. and, therefore, will require access to right-of-way for the construction of said utilities; and

WHEREAS, Old River Crossing and associated right-of-way from its intersection with U.S. Hwy. 281 to its intersection with Trail Rock Drive is located within unincorporated portions of Blanco County; and

WHEREAS, the City has entered into a development agreement, attached hereto as Exhibit "A", with Rodney Topper, the owner of the property (hereinafter referred to as "Owner") and the Developer for the annexation of the Property into the City and for the authorized use and development of the Property as an RV park; and

WHEREAS, the development agreement obligates the Developer to construct certain facilities for the benefit of Blanco County and the City; and

WHEREAS, for proper municipal planning and operations, the City desires to annex Old River Crossing in its entirety from its intersection with U.S. Hwy. 281 to its intersection with Trail Rock Drive.

NOW, THEREFORE, the County and the City mutually agree as follows:

I. TERM OF AGREEMENT

1. The County and the City mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the County and the City and shall be in effect for a term concurrently with the Development Agreement described herein. In the event of termination of the Development Agreement, the City shall promptly notify the County.
2. Upon termination of this Agreement, neither Party shall have any obligations to the other Party, except under Section II, Paragraph 4 hereof, under this Agreement.

II. CITY / COUNTY RESPONSIBILITIES

1. Within three (3) months of the effective date of this Agreement and in conjunction with the Owner's voluntary petition for annexation, the County shall petition the City for voluntary annexation of Old River Crossing and associated right-of-way from its intersection with U.S. Hwy. 281 to its intersection with Trail Rock Drive, as described in Exhibit "B" to this Agreement. Failure to submit a petition within the prescribed period shall be considered a default and shall result in immediate termination of this Agreement.
2. If the Developer defaults and the project is terminated, the City shall de-annex the road and shall not be obligated to install water service lines and stub-out connections to the County of the Blanco County Fairgrounds (hereinafter referred to as "Fairgrounds").
3. The City shall enforce the provisions relating to the County in the development agreement between the City and the Developer in favor of the County. The development agreement obligates the Developer to construct certain facilities for the benefit of the County and the City. Said facilities include the following:
 - a. The Developer shall construct and pay for, in full, one (1) eight-inch (8") water stub-out and one (1) three-inch (3") force main service connection to the public force main to be located on Old River Crossing to service the Blanco County Fairgrounds located on Parcel ID Nos. 1729 and 2784, as identified by the Blanco County Appraisal District. The water stub-out shall be located along Old River Crossing, and the force main service connection shall be located at a location mutually agreeable to Blanco County and the Developer.; and
 - b. The Developer shall widen Old River Crossing between North Nugent Avenue and Trail Rock Drive to a minimum of thirty feet (30'), in accordance with the City's Design Standards in effect at the execution date of this Agreement.
4. In that construction and layout of the stub-outs are part of the project, the costs of which the Developer is responsible, the City agrees not to assess any costs or fees, including impact fees, on the County for connection by the County of the Fairgrounds to the City's water and/or wastewater utility. Further, the City agrees to exempt the County from any annexation requirement of the Fairgrounds by the City for connection of the Fairgrounds to the City's water and/or wastewater utility. This paragraph shall apply during and following completion of the construction of the stub-outs and shall survive termination of this Agreement.

III. GENERAL PROVISIONS

1. **General Administration:** General administration of this Agreement shall be the Chief Administrative Officer of the City, or his/her representative (or successor), and the County Judge, or his/her representative (or successor).
2. **Alteration, Amendment, or Modification:** This Agreement may not be altered or modified, except in writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Blanco County Commissioners Court or the Johnson City City Council.

3. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by personal delivery, registered, or certified mail, postage prepaid, return receipt requested.

a. Notices sent pursuant to this Agreement shall be sent to the Blanco County Judge's Office at the following address:

County Judge Brett Bray (or his successors in office)
P.O. Box 387
Johnson City, Texas 78636

b. Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

Chief Administrative Officer
303 E. Pecan Drive (for personal delivery)
P.O. Box 369
Johnson City, Texas 78636

c. When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.

4. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

5. **Breach:** The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

6. **Non-Waiver:** The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.

7. **Non-Defined Terms:** If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning, as defined by common usage.

8. **Entire Agreement:** This Agreement constitutes the entire agreement between Blanco County and the City of Johnson City. No other agreement, statement, or promise relating to the subject matter of this Agreement, and which is not contained in this Agreement or incorporated by reference in this Agreement, shall be valid or binding.

9. **Sovereign Immunity:** Nothing contained herein shall ever be construed as a waiver of sovereign immunity by the Parties, the express right to such immunity being reserved herein by the Parties to the fullest extent authorized by law.

10. **Copies:** The Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one document. A copy of each original document of this Agreement shall be maintained by the administrative officers authorized to retain such records for the Parties.

EXECUTED THIS 26th day of August, 2021.

BLANCO COUNTY

By: Brett Bray 10/1/2021
HONORABLE BRETT BRAY
BLANCO COUNTY JUDGE

ATTEST:
Laura Walla
HONORABLE LAURA WALLA
BLANCO COUNTY CLERK

DATE: 10/1/21

EXECUTED THIS ____ day of _____, 2021.

CITY OF JOHNSON CITY

By: Rhonda Stell
HONORABLE RHONDA STELL
CITY OF JOHNSON CITY MAYOR

ATTEST:
Rick Schroder
RICK SCHRODER
CHIEF ADMINISTRATIVE OFFICER / CITY SECRETARY

DATE: 8/26/21

EXHIBIT A: DEVELOPMENT AGREEMENT BETWEEN THE CITY, OWNER, AND DEVELOPER

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF JOHNSON CITY, RODNEY TOPPER, AND BSL JCTX, LP**

This Development Agreement ("Agreement") is made and entered into by and between the City of Johnson City, Texas, a Type A General Law municipal corporation ("City") and Rodney Topper ("Owner"), and BSL JCTX, LP, a Texas limited partnership ("Developer"), individually referred to as "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes the City to enter into a development agreement with an owner of property within the City's extraterritorial jurisdiction to provide for annexation and the permissible uses and development of property after annexation; and

WHEREAS, the Owner owns approximately 22.4 acres of land located at the southeast intersection of Old River Crossing and Trail Rock Drive, as more particularly described and shown in Exhibit "A", attached hereto and incorporated fully herein ("Property"); and

WHEREAS, the Property is located within the currently existing extraterritorial jurisdiction ("ETJ") of the City and is to be annexed into the city limits following submission of a petition for voluntary annexation and approval by the City Council; and

WHEREAS, upon annexation, the Developer proposes to develop on the Property a recreational vehicle campground ("Project"); and

WHEREAS, the Parties desires to provide for the annexation of the Property into the City and for the authorized use and development of the Property in accordance with the project development plan via this Development Agreement; and

WHEREAS, Texas Local Government Code Chapter 380 authorizes the City to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, in consideration of the Developer's commitment to the Project, the City desires to offer incentives to the Developer and its assigns to facilitate development of the Property via this Chapter 380 Economic Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEVELOPMENT AGREEMENT

- 1.1 Authority. This Agreement is made pursuant to Section 212.172 of the Texas Local Government Code, as amended, to facilitate the continuation of the extraterritorial status of the Property owned by Owner.
- 1.2 City Covenants.
 - 1.2.1 The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Agreement and subject to the provisions of this Agreement. The City agrees not to annex the Property except voluntarily as provided in and according to this Agreement.
 - 1.2.2 The City shall execute concurrently with this Agreement a Chapter 380 Economic Development Agreement, contained in Section 2 herein, authorizing the issuance of a Chapter 380 Economic Development Grant in accordance with the provisions outlined therein.
- 1.3 Owner Covenants.
 - 1.3.1 Owner agrees that future development of the Property after voluntary annexation shall be as provided in the development plan outlined herein and shall conform to the uses and development standards as provided in and pursuant to this Agreement.
- 1.4 Project and Development Plan.
 - 1.4.1 Development of the property (the "Project") after voluntary annexation shall encompass the following ("Development Plan"):
 - a. Development of the Property as a recreational vehicle campground to include up to 170 recreational vehicle spaces, and 70 elevated tent campsites with each elevated tent campsite to include a platform approximately thirty feet (30') in diameter, as more particularly depicted on Exhibit "B", attached hereto (the "Site Plan") and incorporated fully herein;
 - b. Widening of Old River Crossing Road from North Nugent Avenue to Trail Rock Drive ("Road") as described herein;
 - c. Construction and payment in full, of water and public sewer stub-outs along the Road as described herein; and
 - d. Amendments made from time to time through mutual written agreement of the Parties, subject to approval by the City Council; provided, however, the City's

Chief Administrative Officer may approve modifications to the Site Plan that do not alter the use or increase the density of the Project. Amendment to the Project may result in an amendment to the Chapter 380 Economic Development Grant ("Grant") awarded by the City for the Project as described herein.

1.4.2 The Project shall be developed pursuant to the performance criteria outlined in Sections 2.4 and 2.5 herein.

1.5 Governing Regulations. The development and use of the Property shall be governed by the terms of this Agreement and by applicable City code and regulations in effect as of the effective date of this Agreement.

SECTION 2. CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

2.1 Findings. In accordance with Texas Local Government Code Chapter 380 and the City's Chapter 380 Economic Development Program and Policies, the City Council finds that the Project will serve a public purpose and benefit the City by, among other things, expanding the City's property tax base and sales and use tax base, that such benefit is in the best interest of the residents of the City, and that issuance of an economic development grant is appropriate and proper.

2.2 Award and Payment.

2.2.1 Award. As consideration for development of the Project by the Developer in accordance with the performance criteria outlined herein, the City Council hereby awards to Developer a Chapter 380 Economic Development Grant consisting of the following:

A credit refund of fifty percent (50%) of the required building permit and plan review application fee(s) paid by the Developer and held by the City in the Permit Fees Escrow Account. Said reimbursement shall be issued upon fulfillment of all obligations by the Developer, including completion of the Project. This portion of the Grant expires upon payment by the City. In the event that the obligations are not satisfied or construction is not complete within the prescribed Project term, Developer shall no longer be entitled to receive any reimbursement under the terms herein, and the permit fees paid into the Permit Fees Escrow Account shall be paid into the General Fund of the City.

2.2.2 Award Payments Not Subject to Other Future Appropriation. All payments made by the City under this Agreement are reimbursements of the Developer's fee payments and are subject to that collection. In the event the City does not receive fee payments from the Developer, the City shall not be liable to the Developer for payment reimbursements. This Agreement shall not be construed as a commitment,

issue, pledge or obligation of any other future specific taxes or tax revenues to provide for payment to the Developer.

2.2.3 Suspension or Termination of Award Payment.

2.2.3.1 The City may suspend payment if the Developer is in default of this Agreement and until such time that Developer cures the default.

2.2.3.2 Upon termination or expiration of this Agreement, the City shall not be required to pay, and the Developer shall not be entitled to receive any initial or further payments under this Agreement.

2.3 Effective Date; Term and Termination.

2.3.1 This Chapter 380 Economic Development Agreement shall be effective upon, and as of the date of, voluntary annexation of the Property as provided herein, and shall be in effect for a term of five (5) years unless terminated sooner as provided herein. A force majeure event may serve as cause to extend the term after expiration of the initial term.

2.3.2 This Chapter 380 Economic Development Agreement shall terminate:

- a. By reason of any Developer default as described herein;
- b. Failure by Developer to construct the Project as described herein, unless the Project design or construction plan has been amended in writing by mutual agreement of the Parties; or
- c. Failure to complete the Project within the prescribed timeframe.

2.4 Developer's Performance Criteria. For receipt of the Chapter 380 Grant, Developer agrees to perform and meet the following conditions and obligations:

2.4.1 Annexation. Developer shall submit to the City a voluntary petition for annexation of the Property within three (3) months of the effective date of this Agreement. Failure to submit a petition within the prescribed time period shall be considered a default and shall result in immediate termination of this Agreement.

2.4.2 Rezoning. Developer acknowledges that Chapter 14 Zoning of the City of Johnson City's Code of Ordinances provides that on annexation, a property is automatically zoned as residential. Contemporaneously with the petition for annexation of the Property, the Developer shall apply for rezoning of the Property for a use applicable to and in accordance with the Project.

2.4.3 Subdivision. The Parties agree that a subdivision plat will not be required for development of the Property unless the Property tract is to be subdivided. If a plat is required, Developer shall submit a plat application in accordance with Chapter

10, Subdivision Ordinance of the City of Johnson City's Code of Ordinances and shall pay all required City application fees relating to platting of the Property and to construction of required dedicated improvements, if any, on the Property.

2.4.4 Site Improvement Plan and Building Permit Application. Prior to construction, the Developer shall submit to the City a site improvement plan depicting and outlining the Project in accordance with Exhibit B, and also a building permit application accompanied by payment in full to be held by the City in escrow for purposes of the Grant as described herein.

2.4.5 Old River Crossing Road.

2.4.5.1 The Developer acknowledges that the Road will be essential for receiving services from the City and will provide a significant benefit to the Project. The Road is currently located within the City's ETJ, and upon annexation of the Property, the Road will be annexed by the City. To assist with facilitating annexation, the Developer shall construct and pay, in full, for water and public sewer stub-outs along the Road of a size mutually agreed upon between the Developer and Blanco County to service the Blanco County Fairgrounds located on Parcel ID Nos. 1729 and 2784, as identified by the Blanco County Appraisal District. In that construction and layout of the stub-outs are part of the Project, no costs nor fees, including impact fees, for connections by Blanco County will be assessed on Blanco County. Further, the City's annexation requirement for connection shall not apply.

2.4.5.2 The Developer acknowledges that the Project will create increased traffic and wear on the Road, and that the Road will require widening and an upgrade to accommodate the increased traffic circulation. In acknowledgement of the enhanced benefit that the Road will contribute to the Property and the Project, the Developer shall widen Old River Crossing between North Nugent Avenue and Trail Rock Drive up to a minimum of thirty feet (30'), in accordance with the City's Design Standards in effect at the execution date of this Agreement.

2.4.6 Water/Wastewater. The Developer shall submit payment of equivalent single-family unit (ESFU) impact fees (water and wastewater) for the Property based on the actual amount and size of the water meter(s) placed on the Property.

2.4.7 Project Term; Design and Construction. The Developer shall design, construct, and complete the Project within five years of the effective date of this Agreement, or the Project shall be deemed expired and this Agreement shall terminate. The Developer shall construct the Project in accordance with all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof) in effect as of the effective date of this Agreement.

- 2.5 City's Performance Criteria For issuance of the Chapter 380 Grant, the City agrees to perform and meet the following conditions and obligations:
- 2.5.1 Annexation. The City shall accept the voluntary petition for annexation of the Property and consider for approval within the authorized statutory timelines. In accordance with the annexation process, the City shall issue a service plan to include the terms of this Agreement. Failure by the City to meet the terms of the service plan shall constitute grounds for disannexation by the owner of the Property.
- 2.5.2 Rezoning. Developer acknowledges that the City is legally restricted from assigning a zoning designation to a property prior to annexation. Upon annexation and on the Developer's request for rezoning, the City shall review and consider within the authorized timelines a zoning classification which applies to and is in conformance with the Project, including rezoning as a Planned Unit Development with terms and development standards in accordance with the Project's use and design as contained in Exhibit B. In the unlikely event that the Property is not given a zoning designation authorizing the Project as a permitted use, Developer may seek to develop the Project pursuant to Chapter 245 and Section 43.002 of the Texas Local Government Code and as a non-conforming use under the Zoning Code, respectively, or in the alternative terminate this Agreement in accordance with Section 4.2.1.d of this Agreement.
- 2.5.3 Subdivision. Should platting be required, the City shall review and consider, within the authorized statutory timelines, the Developer's subdivision plat application under the Subdivision Ordinance rules and regulations in effect as of the effective date of this Agreement.
- 2.5.4 Old River Crossing Road. It is acknowledged that the Road is presently in the City's ETJ and owned by Blanco County. To accommodate water and wastewater line extensions to the Property, upon annexation of the Property, the City shall annex the Road.
- 2.5.5 Site Improvement Plan and Building Permit Application. Upon submission to the City of a site improvement plan by the Developer and receipt of the Developer's application and fee payment for a building permit, the City shall review the plan and shall issue, upon satisfactory review and within a reasonable time period, all necessary building permits for construction of the Project under the rules and regulations in effect as of the effective date of this Agreement. One (1) fully encompassing building permit and plan review fee shall issue to encompass development of the Project, such building permit to include multiple inspection requirements throughout the Project. The City shall hold the payment(s) for the building permit(s) in a Permit Fees Escrow Account during the duration of the Project and pending completion for purposes of the Grant described herein.

2.5.6 Water/Wastewater.

2.5.6.1 The City shall review applications for connections to the City's water and wastewater systems as contained in Chapter 13, Utilities of the City of Johnson City's Code of Ordinances and shall issue, upon satisfactory review and within a reasonable time period, all necessary permits. The City agrees to approve all required connections to the City water system and public sewer if the connections comply with applicable City ordinances and regulations, and, if applicable, extensions of City water and wastewater infrastructure to serve the Project.

2.5.6.2 The City will collect the equivalent single-family unit (ESFU) impact fees (water and wastewater) for the Property based on the actual amount and size of the water meter(s) placed on the Property.

2.5.6.3 The City warrants and represents that there is sufficient capacity in its water and wastewater systems to serve the Project.

SECTION 3. ADDITIONAL COVENANTS AND WARRANTIES

3.1 Owner and Developer Covenants. In furtherance of this Agreement, Owner and Developer make the following covenants and warranties that:

- a. Owner is the owner of the Property;
- b. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during the term of this Agreement, and shall abide by all laws, regulations, and rules, including local ordinance;
- c. Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings;
- d. Owner and Developer shall timely and fully perform the obligations and duties contained in this Agreement;
- e. Developer shall use commercially reasonable efforts to complete the Project, and shall obtain or cause to be obtained, and pay for, all necessary and required building permits and approvals from City; and
- f. The Developer shall be solely responsible for and bear all costs, improvements, and expenses associated with the Project.

3.2 City Covenants. In furtherance of this Agreement, the City makes the following covenants and warranties that:

- a. The City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement;

- b. City approvals under this Agreement have been duly and validly authorized in accordance with all necessary City proceedings, findings and actions;
- c. This Agreement constitutes the legal, valid, and binding obligation of the City, and does not require the consent of any other governmental authority; and
- d. The City shall timely and fully perform the obligations and duties contained in this Agreement.

SECTION 4. TERM AND TERMINATION

4.1 Effective Date and Term. This Agreement shall be effective as of the date of the last signature of the Parties to this Agreement and shall be in effect for a term of five (5) years unless sooner terminated as provided herein. On or before expiration of the initial term, the Parties or their assigns may extend the term for a reasonable period after expiration of the initial term.

4.2 Termination and Default.

4.2.1 This Agreement shall terminate:

- a. Upon written notice by any Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided herein; or
- b. Upon written notice by the City, if the Developer suffers an event of bankruptcy or insolvency; or
- c. Upon written notice by the City, if the Developer fails to submit a petition for voluntary annexation of the Property within three (3) months of the Effective Date; or
- d. Upon written notice by the Developer, if City has not rezoned the Property in accordance with the use of the Property and to accommodate the construction and operation of the Project. Termination in this regard shall serve as a basis for disannexation and permit the Developer to pursue disannexation of the Property on the basis of a failure to provide required services as provided for in Section 2.5.2 herein; or
- e. Upon written notice by the Developer, if the Developer elects not to proceed with the Project; or
- f. Upon written notice by Owner, if the Developer does not purchase the Property from Owner within 90 days after the Effective Date.

4.2.2 Default.

4.2.2.1 The following shall be considered an act of default:

- a. Failure by either Party to timely and fully perform the obligations and duties described in this Agreement; or

b. Any false or substantially misleading statement made by either Party and contained herein.

4.2.2.2 No party shall be declared in default until written notice of the default has been given to the defaulting party. Such notice shall set forth, in reasonable detail, the nature of the default. The defaulting party shall be given thirty (30) calendar days after the receipt of such written notice to cure the default. A defaulting party shall not be declared in default, if, within the cure period, the defaulting party has commenced in a commercially reasonable manner to remove or cure such alleged default, provided that, in the event the alleged default cannot reasonably be removed or cured within the cure period, the defaulting party shall provide the non-defaulting party a commercially reasonable written timeline for removing or curing such alleged default and the Parties shall enter into a written agreement extending the cure period to a timeframe consistent with such timeline.

4.2.3 Termination of this Agreement shall mutually release the Parties of any further duty of performance.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Chapter 245 Permit. This Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code. Ordinances and regulations applicable to this Project shall be those in effect as of the Effective Date of this Agreement and shall remain applicable provided the Project does not become dormant as defined by state law.

5.2 Binding Effect; Covenants Run with the Land. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5.3 Assignment.

5.3.1 This Agreement may not be assigned by the Owner and Developer without the express written consent of the City Council, except as provided in Section 5.3.2.

5.3.2 Owner and Developer may assign, in whole or in part, its rights and obligations under this Agreement to any person(s) and/or entity(ies) purchasing all, or a portion, of the Property.

5.3.3 In the event of an assignment of this Agreement, Owner and Developer shall be released from any obligations of this Agreement. Acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement from the owner, constitute such owner's assumption of the obligations of Developer.

- 5.3.4 The Owner and Developer shall record a written assignment of said rights in the Official Public Records of Blanco County, Texas in order to be effective. A copy shall be provided to the City.
- 5.4 Entire Agreement and Exhibits. This Agreement constitutes the entire Agreement between the Parties. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- 5.5 Headings and Construction. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits.
- 5.6 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties, subject to approval of the City Council. An amendment to the design and construction plans of the Project may subject the Chapter 380 Agreement to amendment.
- 5.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.8 Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the time period for performance of the obligations of either Party, to the extent affected by such act, shall be extended for a period no longer than two (2) years from the date of such event. Such cause shall be remedied with all reasonable diligence at the earliest practicable time. The term "force majeure" shall include acts of God, acts of a public enemy (including domestic and foreign terrorism), or orders of any kind of the Government of the United States or of the State of Texas impacting the Property or the Project.
- 5.9 Relationship of the Parties; No Third-Party Beneficiaries. This Agreement shall not be construed to create an agency, partnership, or joint venture of any type between the Parties. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement. The City will not be liable for any claims that may be asserted by any third party against the Developer or its consultants, contractors, subcontractors, or tenants occurring in connection with services performed by the Developer under this Agreement.

- 5.10 Litigation.
- 5.10.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Blanco County, Texas.
- 5.10.2 Dispute Resolution. Any dispute that may arise under this Agreement shall first be submitted to non-binding mediation or to alternative dispute resolution proceedings before litigation is filed in court.
- 5.10.3 Litigation Costs. In the event of litigation, each Party shall be responsible for its own litigation costs and fees, and waives its right to recovery from the prevailing Party of litigation costs and fees, including attorneys' fees.
- 5.10.4 Limitation of Damages. No Party will be liable to the other under this Agreement for consequential damages, including lost profits, or exemplary damages.
- 5.11 Waiver of Rights; Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.
- 5.12 Indemnity; Limitation on Liability. Each Party is deemed to have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. Owner and Developer agree to indemnify and hold harmless the City and its elected officials, officers, and employees from any claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Owner's or Developer's performance of this Agreement. Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this Agreement.
- 5.13 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, as amended, Developer, as project developer, certifies that Developer, and its branches, divisions and departments, do not and will not knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who

is not authorized under law to be employed in the United States. If during the term of this Agreement, Developer or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%) calculated from the date of each payment of an economic development grant, not later than the 120th day after the date City notifies Developer of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past economic development grants and interest. The Developer shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Developer contracts.

- 5.14 Notice. Any notice given or required must be in writing and shall be delivered by personal delivery, or by depositing the same in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

To the City:

City of Johnson City
Attn: Chief Administrative Officer
303 E. Pecan Drive (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636

To the Owner:

Rodney Topper
P.O. Box 1821
Blanco, Texas 78606

To the Developer:

BSL JCTX, LP
4525 Guadalupe St., Ste. 100
Austin, Texas 78751

With copies to:

Christopher B. Bradford
Jackson Walker LLP
100 Congress Ave., Suite 1100
Austin, Texas 78701

Notice by mail shall be deemed effective three days after deposit. A Party may provide notice of a change of address to other Parties in accordance with this section.

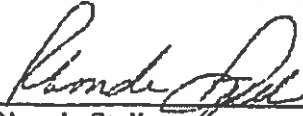
- 5.15 Authorization. The undersigned officers and/or agents of the Parties executing this Agreement represent that each is the properly authorized person to execute this Agreement on behalf of the respective party.

- 5.16 Duplicates. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 5.17 Recording. Upon execution, this Agreement shall be recorded by the Owner or Developer in the Official Public Records of Blanco County, Texas. A copy of the recorded instrument shall be provided to the City.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below and is effective as of the date of the last signature.

Signature pages follow.

CITY: CITY OF JOINSON CITY, TEXAS



Rhonda Stell
Mayor

Date: 8/9/21

Attest:




Rick Schroder
Chief Administrative Officer/City Secretary

Date: 8/9/21

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 9th day of August, 2021 by RHONDA STELL, Mayor of the CITY OF JOINSON CITY, TEXAS, a Texas Type A general law municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument.






Notary Public

Date: 8-9-2021

Development Agreement and
Chapter 380 Economic Development Agreement
City of Johnson City - Topper -- BSL JCTX, LP

OWNER:

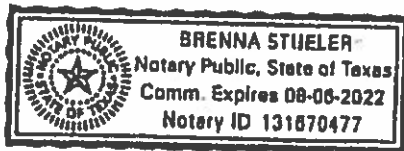


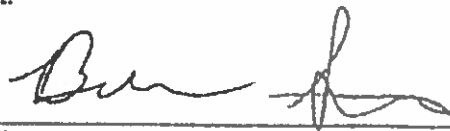
Rodney Topper
Owner

Date: 8-26-21

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 26th day of August, 2021 by Rodney Topper, owner of the Property described herein, known to me to be the person whose name is subscribed to the foregoing instrument.





Notary Public

Date: 8-26-21

DEVELOPER: BSL JCTX, LP, a Texas limited partnership

[Handwritten Signature]
Signature

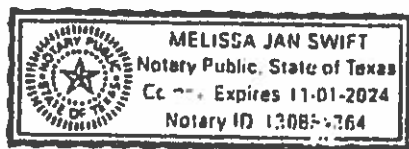
Tim Hatch
Printed Name

Manager - General Partner
Title

Date: 8-13-21

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 13 day of August, 2021 by TIM Hatch, on behalf of Blue Sky Outdoor-Living LLC, General Partner of BSL JCTX, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument.



Melissa Swift
Notary Public

Date: 8-13-21

Development Agreement and
Chapter 380 Economic Development Agreement
City of Johnson City - Topper - BSL JCTX, LP

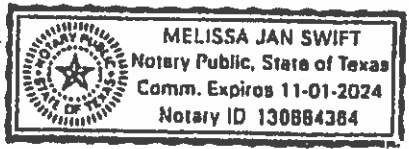


EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION AND SURVEY

EXHIBIT "B"
PROJECT SITE PLAN

LOT 1,
 PEDERNALES SUB.
 8.330 ACRES
 ME 193, PAGE 317
 EED OF TRUST

Key not Drawn to
 same Scale as Drawing

Space Lengths	Space Quantity
80' - 78'	4 Spaces
78'	41 Spaces
70' - 68'	7 Spaces
85'	81 Spaces
80' - 111'	10 Spaces
111'	13 Spaces
Total: 188 Spaces	
84 Back-ins	
124 Pull-Throughs	

Pool #1
 20' x 40'
 length 40'

Pool #2
 15' x 30'
 length 30'

Swimming Pools

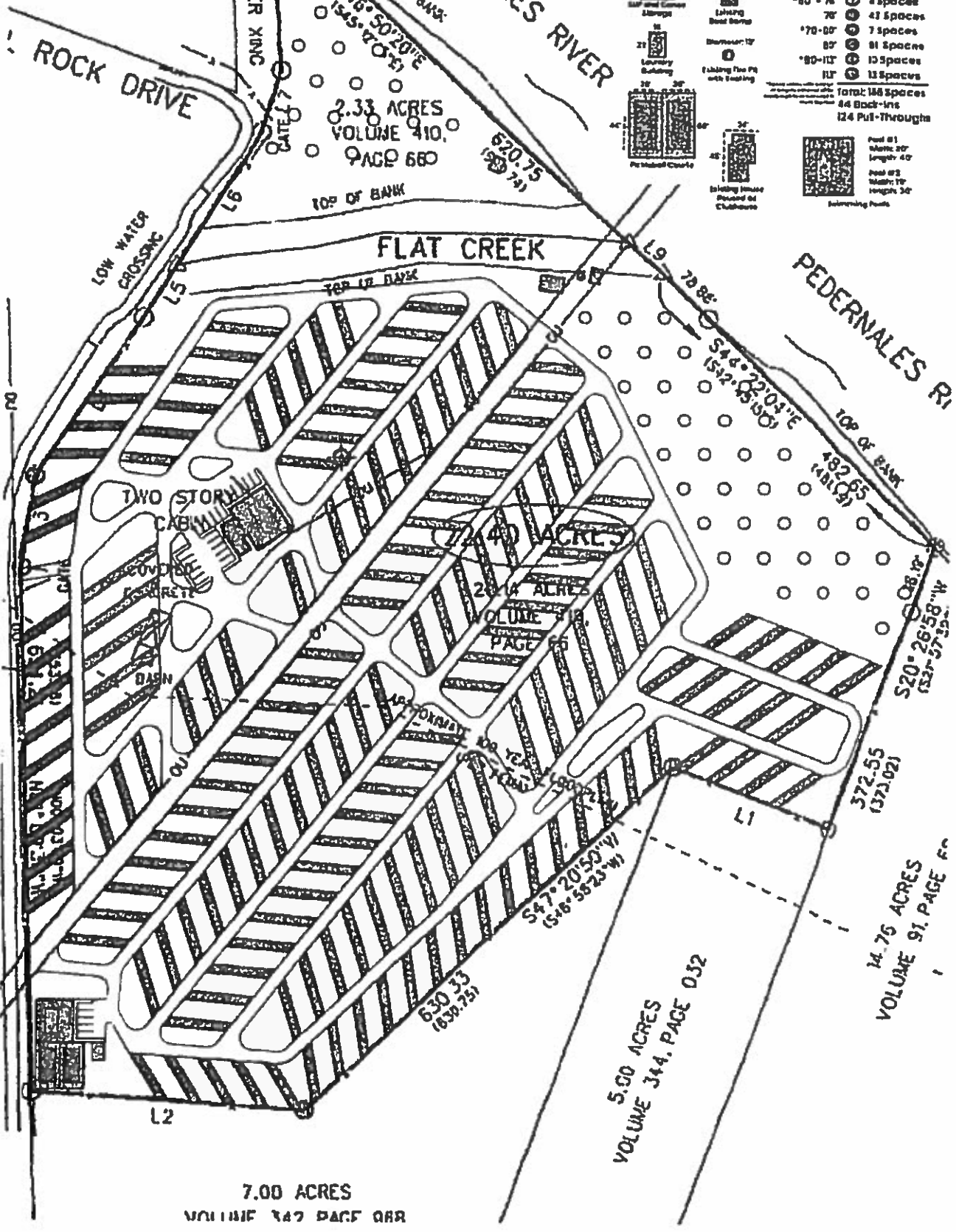


EXHIBIT B: OLD RIVER CROSSING & RIGHT-OF-WAY