



CITY OF COLLEGE STATION  
*the heart of the Research Valley*

## CERTIFICATE TO COPY OF PUBLIC RECORD

**CITY OF COLLEGE STATION §**

**STATE OF TEXAS §**

**COUNTY OF BRAZOS §**

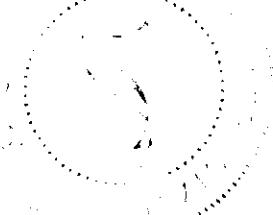
Before me, the undersigned authority, personally appeared Tanya Smith, who, being by me duly sworn deposed as follows:

My name is Tanya Smith. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

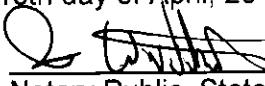
I am the custodian of the records of the City of College Station, Brazos County, Texas. Attached hereto is a full, true and correct copy of contract 18300425, a Texas Local Government Code Development Agreement, adopted by the City Council on April 12, 2018.

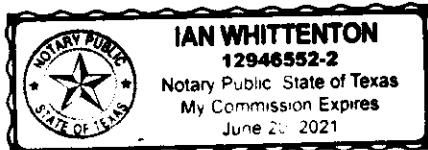
I further certify, in the performance of the functions of my office, that said pages of record is an official record from the public office of the City Secretary, City of College Station, Brazos County, Texas, and are public records which are kept in said office and appear of record in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of the City of College Station, this 18th day of April, 2018.

  
  
Tanya Smith, City Secretary  
City of College Station, Texas  
Brazos County, State of Texas

Sworn to and subscribed before me on the 18th day of April, 2018.

  
Notary Public, State of Texas



P.O. BOX 9960  
1101 TEXAS AVENUE  
COLLEGE STATION • TEXAS • 77842  
979.764.3500  
[www.cstx.gov](http://www.cstx.gov)

## CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of College Station, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Brazos County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

**WHEREAS**, on November 30, 2007, the Owner entered into a Development Agreement with the City setting out the terms under which the Property would remain in the City's extraterritorial jurisdiction for ten years; and

**WHEREAS**, said agreement will expire by its own terms on November 30, 2017; and

**WHEREAS**, the Owner desires to have the Property continue to 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 43.035 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 Brazos 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. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R (Rural) District zoning requirements apply to the Property, and that the Property shall be used only for R (Rural) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct one single-family structure or an accessory structure to an existing single-family dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** 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 to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5.** The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned R (Rural) pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**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 College Station  
Attn: City Manager  
P.O. Box 9960  
College Station, Texas 77842

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, 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.** Venue for this Agreement shall be in Brazos 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 for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 21 day of December, 2017.

Robert J. Olden  
Owner Signature  
Printed Name: ROBERT J. Olden

John C. Olden  
Owner Signature  
Printed Name: John C. Olden

Luther Olden  
Owner Signature  
Printed Name: Luther Olden

Owner Signature  
Printed Name: \_\_\_\_\_

**CITY OF COLLEGE STATION**

Brad May  
Mayor

4/16/18  
Date

ATTEST:

Jenya Smith  
City Secretary

4-17-18  
Date

APPROVED:

Charles R. Johnson  
City Manager

4/15/2018  
Date

Mark Womack  
City Attorney

4-2-18  
Date

STATE OF Texas )  
COUNTY OF Brazos )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 21 day of December, 2017,  
by Robert Olden & John Olden in his/her capacity as owner of  
Arthur Olden Family Trust.

Megan Alicia

Notary Public in and for  
the State of Texas



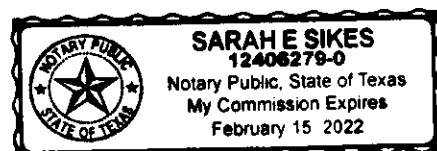
STATE OF TEXAS )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 16 day of April, 2018,  
by Karl Mooney, in the capacity as Mayor of the City of College Station, a Texas home-  
rule municipality, on behalf of said municipality.

Sarah Sikes

Notary Public in and for  
the State of Texas



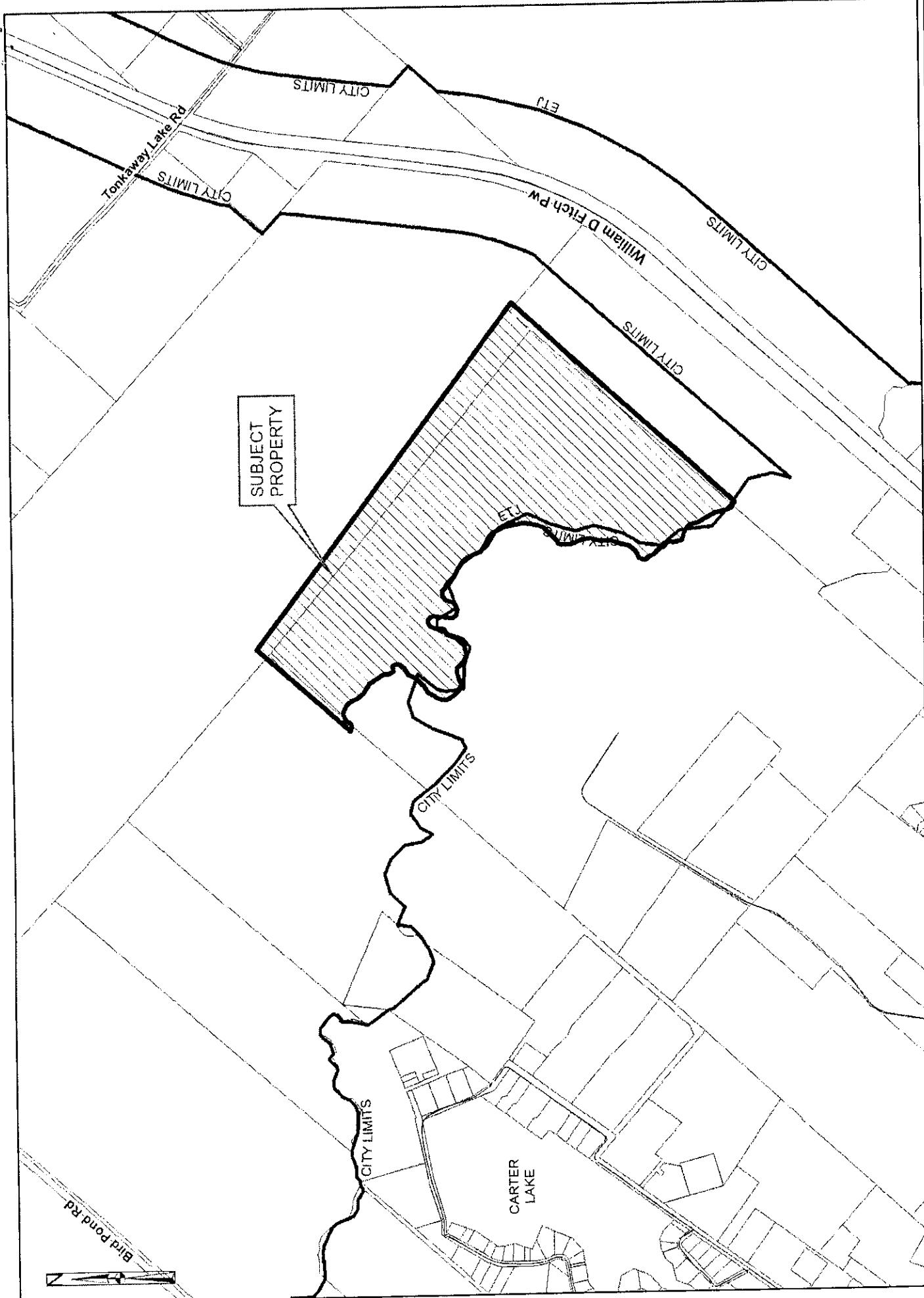


EXHIBIT A

THOMAS CARRUTHERS (ICL), TRACT 5.6

OLDEN ARTHUR D FAMILY TRUST



WELLS  
FARGO

# Acknowledgment by Individual

State of

Texas

County of

Brazos

On this 22<sup>nd</sup> day of December, 20 17, before me, Jeff Wright  
Name of Notary Public

the undersigned Notary Public, personally appeared

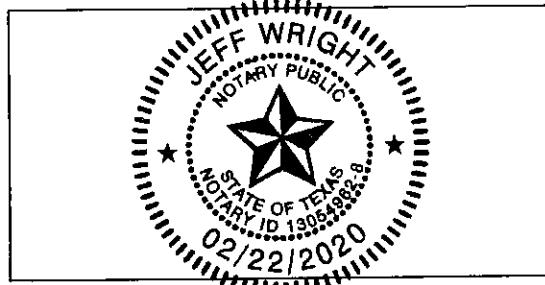
Luther D. Olden

Name of Signer(s)

 Proved to me on the oath of \_\_\_\_\_ Personally known to me Proved to me on the basis of satisfactory evidence Texas Driver License Exp: 05/19/22  
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



(Signature of Notary Public)

My commission expires 02/22/2020

Optional: A thumbprint is  
only needed if state statutes  
require a thumbprint.

Right Thumbprint  
of Signer

Top of thumb here

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Chapter 43 Texas Local Government Code Development  
Document Date 12/21/2017 Number of Pages 4 pages - front & back

Signer(s) Other Than Named Above

Robert Olden & John Olden

FO01-00000DSG5350-01



\*VG-267-2018-1326998\*

Brazos County  
Karen McQueen  
County Clerk

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Instrument Number: 1326998

Volume : 14620

Real Property Recordings

Recorded On: April 20, 2018 03:43 PM

Number of Pages: 7

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" Examined and Charged as Follows: "

Total Recording: \$46.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1326998

Receipt Number: 20180420000142

Recorded Date/Time: April 20, 2018 03:43 PM

User: Pauline T

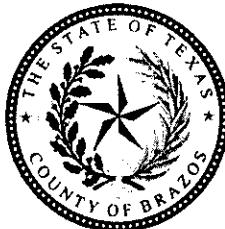
Station: CCLERK06

**Record and Return To:**

CITY OF COLLEGE STATION

PO BOX 9973

COLLEGE STATION TX 77842



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX