

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS,
APPROVING A CHAPTER 43 DEVELOPMENT AGREEMENT WITH JESSIE
MILAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE
DEVELOPMENT AGREEMENT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, several years ago the City entered into a Chapter 43 Development Agreement wherein the City agreed not to annex a tract of land along IH-10 as long as the land was not developed; and

WHEREAS, in violation of the development agreement and without knowledge of the City the owners of the land subject to the development agreement subdivided the land and sold parcels to other individuals; and

WHEREAS, the City has worked with the new landowners to secure new development agreements or to annex the land subject to the original development agreement; and

WHEREAS, Mr. Jessie Milam purchased one of the properties along IH-10 and built a commercial building to be used for his welding business; and

WHEREAS, rather than undergo voluntary annexation, Mr. Milam has agreed to sign a Chapter 43 Development Agreement that will require him, over the next two and half years, make specified improvements to his property.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS:

PART 1. The attached Chapter Development Agreement with Jessie Milam is hereby approved.

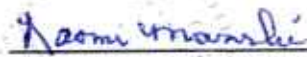
PART 2. The City Manager is authorized to execute the attached Development Agreement.

PART 3. This resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED on the 6th day of July 2021.


DONNA DODGEN, MAYOR

ATTEST:


Naomi Manski, City Secretary

7-6-2021

2021R-062

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C14

STATE OF TEXAS

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202199023696



COUNTY OF GUADALUPE

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CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Seguin, 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 Guadalupe County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, the Owner and the City acknowledge that this property was subject to a prior agreement under Section 212.172 of the Texas Local Government Code and could have been annexed under that agreement in accordance with Section 43.016; 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 Guadalupe County, Texas.

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.

Section 2. The Owner covenants and agrees not to use the Property for any use other than the existing use as a welding business, potential agricultural use, and a single residential structure, without the prior written consent of the City.

(a) The Owner covenants and agrees that no later than six (6) months from the date of this agreement he will seek: (1) a building permit from either the City or Guadalupe County for the existing building on the Property; and (2) complete a drainage study and follow the City's procedure for having the study approved by the city engineer.

(b) The Owner covenants and agrees that within one year from the date of this Agreement he will further screen the building from IH-10 by the installation of screening, that can be either fencing or landscape.

(c) The Owner covenants and agrees that within two years from the date the City approves the drainage plan, the Owner shall construct all items set out in the approved drainage plan and improve all parking and driveway areas with either chip seal, concrete or asphalt.

The Owner covenants and agrees that the Owner will not subdivide or file any type of subdivision plat or related development document for the Property with Guadalupe County or the City until the Property has been annexed into, and zoned by, the City.

During the duration of this Agreement, 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, subject to the exceptions set forth herein. The Owner reserves the right to repair or renovate buildings on the Property that are consistent with its use as a welding business without obtaining a building permit or triggering annexation.

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 Owners who sign this Agreement covenants and agrees, jointly and severably, 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 he fails to complete all of the requirements outlined in Section 2, subparagraphs (a) through (c) above, changes the commercial use of the property without prior permission from the City, files any plat or related development document 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 Sections 43.0505 and 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 43.016(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 a welding business, residential purposes or 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. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City may commence the annexation of the Property at the end of the Initial Term. 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. 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 Owners and the Owners' heirs, successors, 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 Seguin
Attn: City Manager
205 N River St.
Seguin, TX 78155

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Guadalupe County, Texas.

Section 8. 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 9. 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.

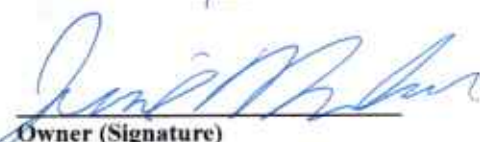
Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Guadalupe County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. 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 4 day of July, 2021.


Owner (Signature)

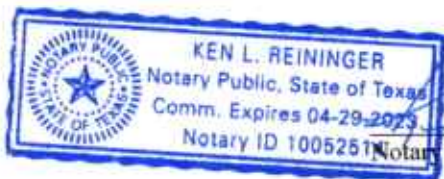
Printed Name: Jessie Milam

THE STATE OF TEXAS §

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COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the 4 day of July, 2020,

by Jessie Milam, Owner.



K. Reiningger
Notary Public, State of Texas



Notary Seal not
Legible.

Steve Parker

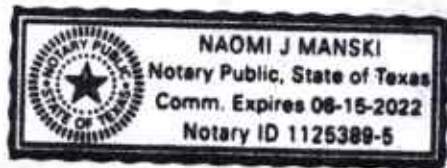
Steve Parker, City Manager
City of Seguin, Texas

THE STATE OF TEXAS §

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COUNTY OF Guadalupe §

This instrument was acknowledged before me on the 20 day of July, 2021,

by Steve Parker, City Manager, City of Seguin, Texas.



Naomi J. Manski

Naomi Manski, Notary Public
in and for the State of Texas

Exhibit A

MARTINEZ
SURVEYING AND MAPPING Co.
Firm # 101822-00
8546 Broadway, Suite 225
San Antonio, Texas 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF GUADALUPE

TRACT 2
17.72 ACRE TRACT

All that certain tract or parcel of land containing 17.72 acres in Guadalupe County, Texas, out of the J. A. Swift Survey, Abstract 292, and the Joseph Kent Survey, Abstract 205, being a portion of a 122.503 acre tract described in conveyance from Margaret Lorenz Taylor, et al, to Kenneth Holmes and Zhanna Holmes, of record in Volume 3141, Page 462, Official Records of Guadalupe County, Texas.

BEGINNING: at a 5/8" iron pin found on the East line of Timothy Kana, et al, 310.514 acre tract, of record in Volume 2457, Page 385, Official Records of Guadalupe County, Texas, at the Northwest corner of Cody Wayne Goetz and Carlee Ann Goetz, 71.426 acre tract, of record in Document # 201899025459, Official Records of Guadalupe County, Texas, at the Southwest corner of said 122.503 acre tract;

THENCE: North 88 deg. 48 min. 30 sec. East, 588.00 feet along with the common line between said 122.503 acre tract and said Goetz, 71.426 acre tract to a 1/2" iron pin set with cap at the Southeast corner of Tract 1, 17.22 acre tract, surveyed this same day, for the Southwest corner and Point of Beginning of this tract;

THENCE: North, 1272.57 feet to a 1/2" iron pin set with cap on the South right of way line of Interstate Highway No. 10 at the Northeast corner of said Tract 1, 17.22 acre tract, surveyed this same day, for the Northwest corner of this tract;

THENCE: along with the South line of said Interstate Highway No. 10, the following courses and distances:
along with a curve to the right having a radius of 5528.89 feet, a delta angle of 04 deg. 48 min. 37 sec., an arc length of 464.18 feet and a chord bearing and distance of North 86 deg. 26 min. 30 sec. East, 464.04 feet to a concrete right of way monument found and
South 89 deg. 50 min. 58 sec. East, 136.73 feet to a 1/4" iron pin set with cap at the Northwest corner of Tract 3, 30.06 acres, surveyed this same day, for the Northeast corner of this tract;

THENCE: South, 1288.53 feet across said 122.503 acre tract to a ½" iron pin set with cap on the North line of said Goetz, 71.426 acre tract, at the Southwest corner of Tract 3, 30.06 acre tract, for the Southeast corner of this herein described tract;

THENCE: South 88 deg. 48 min. 30 sec. West, 600.00 feet to the POINT OF BEGINNING.

Bearing Basis – South 88 deg. 48 min. 30 sec. West – of record in Volume 3141, Page 462, Official Records of Guadalupe County, Texas.



Reynaldo Martinez Jr.

REYNALDO MARTINEZ JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
W. O. # 19-1-40 (T2)
February 7, 2019
(SEE ATTACHED SURVEY PLAT)

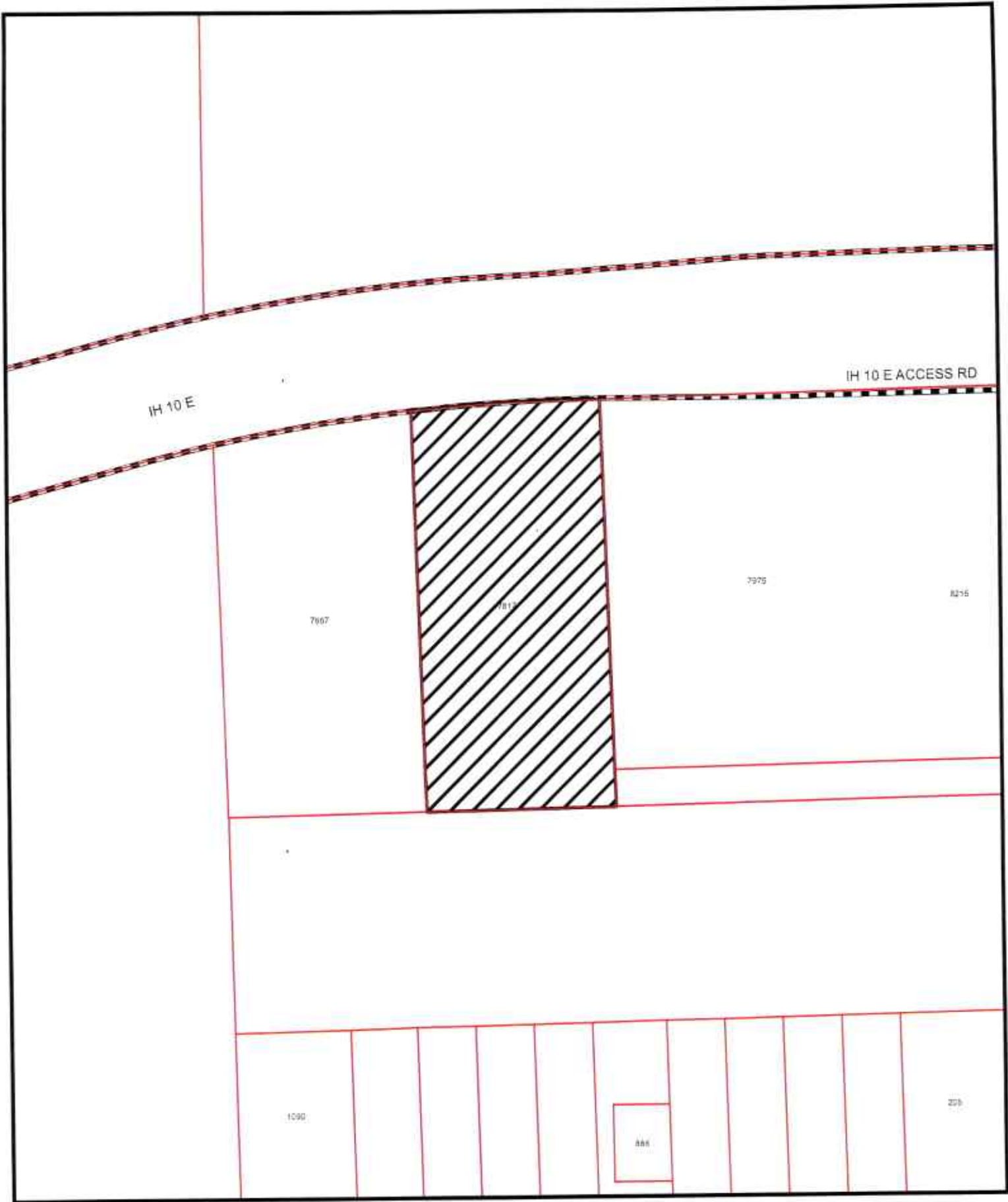
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I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
09/17/2019 01:33:30 PM PAGES: 8 LINDA
TERESA KIEL, COUNTY CLERK



Teresa Kiel

Exhibit B



This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site Location



Lot Lines

1 inch = 400 feet

Printed: 4/21/2021



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

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I certify this instrument was FILED and RECORDED
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of Guadalupe County, Texas on
07/09/2021 02:16:52 PM PAGES: 7 JEANNE
TERESA KIEL, COUNTY CLERK



Teresa Kiel